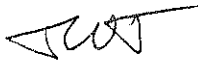


#11

MEMORANDUM

TO: Mayor Blad and City Council
FROM: Jared Johnson, City Attorney 
DATE: April 26, 2022
RE: Idaho Power Easement and Right of Way

I have reviewed the accompanying documents that provide an easement and right of way for Idaho Power. I have no legal concerns with said document being signed by the Mayor upon approval of the City Council. Please let me know if you have any questions.

AGENDA ITEM NO. 11

**EXECUTIVE SUMMARY
BOEING AVENUE – EASEMENT**

TO: Mayor Blad and City Council Members
FROM: Merrill Quayle, P.E., Public Works Development Engineer *MB*
DATE: Meeting Date – May 19, 2022
SUBJECT: Idaho Power Easement to serve AV Center Lease

REQUEST

Staff requests City Council to grant and authorize the Mayor to sign, subject to Legal Department review, an Idaho Power Utility Easement at the Pocatello Regional Airport.

BACKGROUND

Staff has been working with Idaho Power to find the best route to serve AV Center with power. The route that has been chosen is shown on Exhibit B of the easement document. An Easement is required where the road way is not a designated right-of-way.

STAFF RECOMMENDATION

Staff recommends for City Council to grant and authorize the Mayor to sign, subject to Legal Department review, an Idaho Power Utility Easement at the Pocatello Regional Airport.

PLEASE RETURN TO:

1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

Easement—Organization

The City of Pocatello

A Municipal Corporation

“Grantor(s)”, of Bannock County, State of Idaho, do hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, “Grantee”), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Combination Facilities:

- (i) Overhead electrical transmission, distribution and communication lines, including fiber optics, and circuits of Grantee, attached to poles or other supports, together with guys, cross-arms, supports, stabilizers, and
- (ii) underground electrical power line or lines generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee’s sole and absolute discretion, and
- (iii) any other attachments, appurtenances and incidental equipment relating to the items described in subclause (i) or (ii) above.

All of the foregoing items described in subclause (i), (ii) and (iii) are collectively referred to herein as the “Facilities”. The easement and right of way granted herein shall be over, on, and across the premises belonging to Grantor(s) in Power County, State of Idaho, in the location described below:

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor’s other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee’s expense, to excavate and refill ditches and trenches for the location of the Facilities, (ii) the right, at Grantee’s expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee’s use, occupation, or enjoyment of this easement, and (iii) the right, at Grantee’s expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee’s Facilities over, through, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described in Exhibit ‘A’ Legal Description and shown on Exhibit ‘B’ Survey Map attached hereto and made a part hereof.

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof at the time of installation in compliance with the National Electrical Safety Code as same now exists or may hereafter be amended, through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee, which will not be unreasonably withheld. Grantor shall not place nor build any structure(s) within the easement area except fences: except when required to do so in order to comply with State and Federal Consent Orders, and except as otherwise approved by Grantee in writing, which will not be unreasonably withheld.

This Easement shall run with the land and be binding upon the parties’ successors and assigns.

(Signature page immediately follows)

Checked by: Travis Roy Hanks, PLS
Work Order #: 27603039

Executed and delivered this _____ day of _____, _____.

Signature(s) of Grantor(s) (Include title where applicable):

Corporate Verification

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____ (Notary's Name), a notary public, do hereby certify that on this _____ day of _____, 20 _____, personally appeared before me _____

_____ (Individual's

Name Including Title), who, being by me first duly sworn, declared that he/she/they are respectively the duly authorized person(s) of _____ The City of Pocatello _____ (Organization Name), that he/she/they signed the foregoing document, and acknowledged to me that he/she/they executed the same as the free act and deed on behalf of said organization.

(NOTARY SEAL)

Notary Public
My Commission Expires on _____

EXHIBIT A

LEGAL DESCRIPTION

A strip of land, twenty feet wide, ten feet on each side of the following described centerline located within Section 10, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho. The strip of land is affecting the Grantor's property described in Ordinance No. 2294, recorded as Instrument No. 151063, and the centerline of which is more particularly described as follows:

COMMENCING at the Southeast Corner of Section 10, being monumented with an Aluminum Cap and perpetuated as described in Instrument No. 174630. (*From which the Northeast Corner of Section 10 bears North 00°08'14" East---Basis of Bearing per Record of Survey Instrument No. 218890---a distance of 5291.99 feet, being monumented with a 7/8" Rebar and perpetuated as described in Instrument No. 208591.*) Thence, along a tie line, North 55°37'36" West, 2459.62 feet to a point known as the "SIXTEENTH POINT OF TERMINUS (POT 16)" of Idaho Power Easement Instrument No. 211002, said point also being the POINT OF BEGINNING (POB) of this description:

Thence, along the centerline of a proposed powerline, South 45°15'18" West, 131.21 feet to a proposed power pole.

Thence, continuing South 45°15'18" West, 50.00 feet to the POINT OF TERMINUS (POT).

The strip of land contains 3624 square feet, more or less.

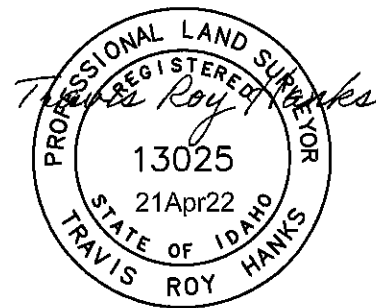


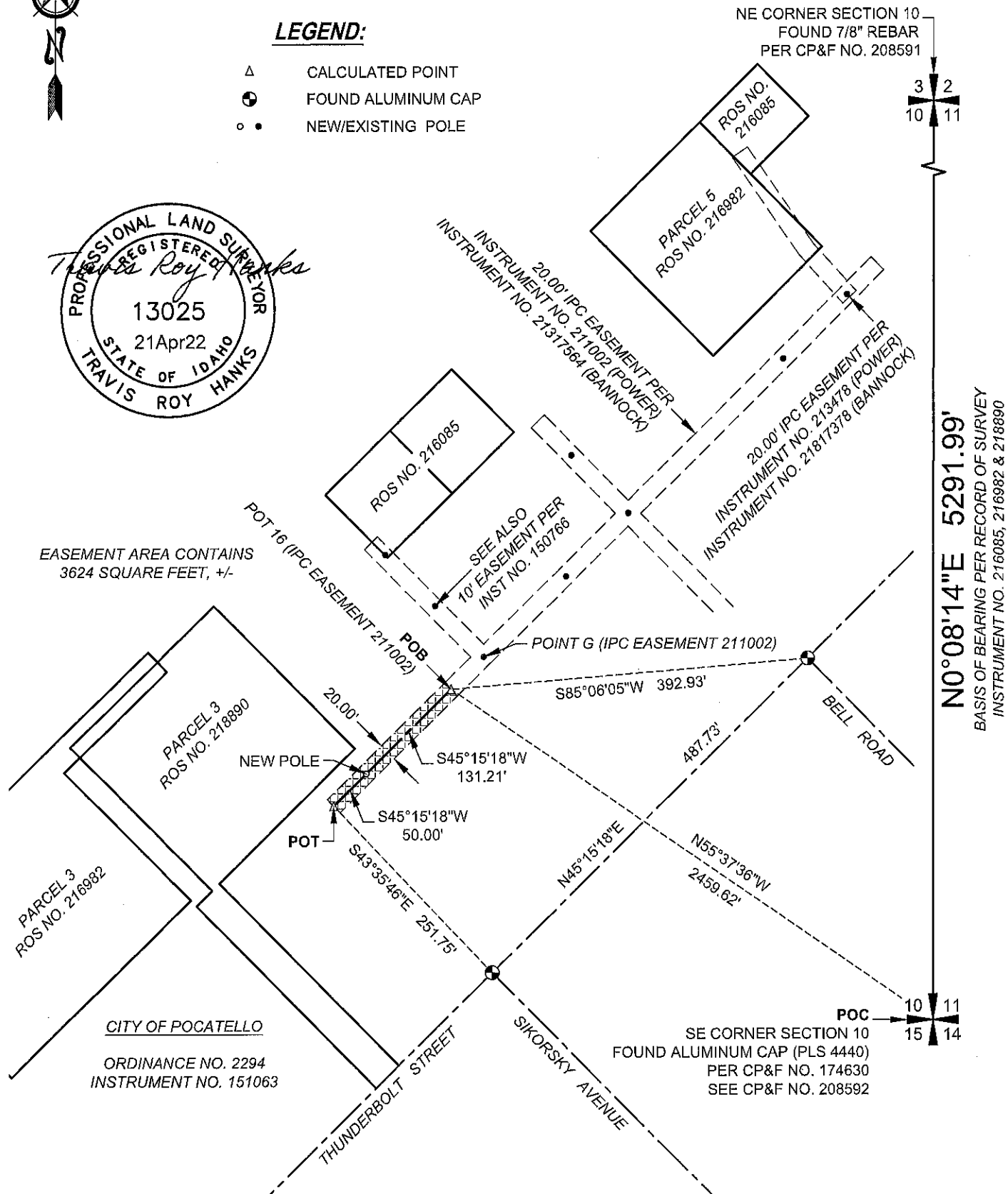
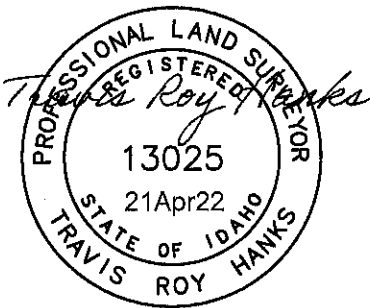
EXHIBIT B



LEGEND:

- △ CALCULATED POINT
- ⊙ FOUND ALUMINUM CAP
- • NEW/EXISTING POLE

NE CORNER SECTION 10
FOUND 7/8" REBAR
PER CP&F NO. 208591



NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.

DS.MDE	SCALE: 1"=150'	DATE: 21APR2022
DR.TRH		
SV.TRH	SHT. 4/4	WO No. 27603039

CITY OF POCATELLO
POWER COUNTY, IDAHO
SEC. 10, T. 06S., R. 33E., B.M.

