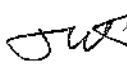


#14

**MEMORANDUM**

TO: Mayor Blad and City Council

FROM: Jared Johnson, City Attorney 

DATE: March 8, 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. \_\_\_\_\_

**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 – March 17, 2022  
**SUBJECT:** Idaho Power Easement to serve Morton Building 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 Morton Buildings with power. The route that has been chosen is along the easterly roadway of Boeing Avenue. 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 #: 27594525

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Corporate Verification**

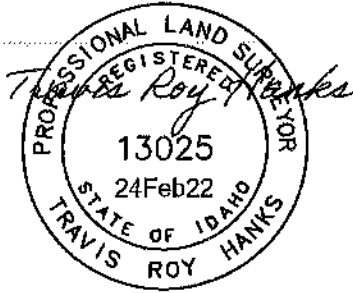
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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 the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, 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 Southwest Corner of Section 11, being monumented with an Aluminum Cap stamped "PLS 4440" and perpetuated as described in Instrument No. 174630. (*From which the Northwest Corner of Section 11 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 the South Line of Section 11, North 89°52'36" East, 1182.40 feet to the POINT OF BEGINNING (POB).

Thence, along the centerline of a proposed powerline the following seven (7) courses:

- 1) South 44°44'42" East, 620.21 feet to a proposed power pole and the FIRST POINT OF TERMINUS (POT 1);
- 2) And also, from the POINT OF BEGINNING, thence N44°44'42" West, 790.54 feet to a proposed power pole known herein as POINT A;
- 3) Thence North 00°15'18" East, 56.58 feet;
- 4) Thence North 45°15'18" East, 151.73 feet to a point known herein as POINT B;
- 5) Thence North 44°44'42" West, 181.09 feet to a proposed electrical transformer and the SECOND POINT OF TERMINUS (POT 2);
- 6) And also, from POINT A, thence North 44°44'42" West, 45.01 feet to the THIRD POINT OF TERMINUS (POT 3);
- 7) And also, from POINT B, thence North 45°15'18" East, 217.14 feet to the FOURTH POINT OF TERMINUS (POT 4).

The strip of land also includes a circular area having a twenty-foot radius, the central point of which being the SECOND POINT OF TERMINUS. The circular area is intended to conform to the outside wall of the future building shown on Exhibit B.

The sidelines of the strip of land are to lengthen or shorten as required to create a closed figure.

The strip of land contains 41556 square feet, more or less.

# EXHIBIT B

CITY OF POCATELLO  
 ORDINANCE NO. 2294  
 INSTRUMENT NO. 151053

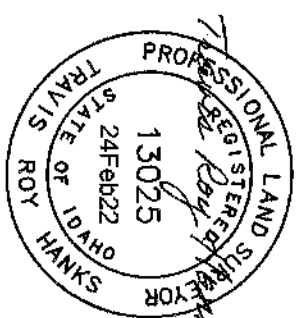
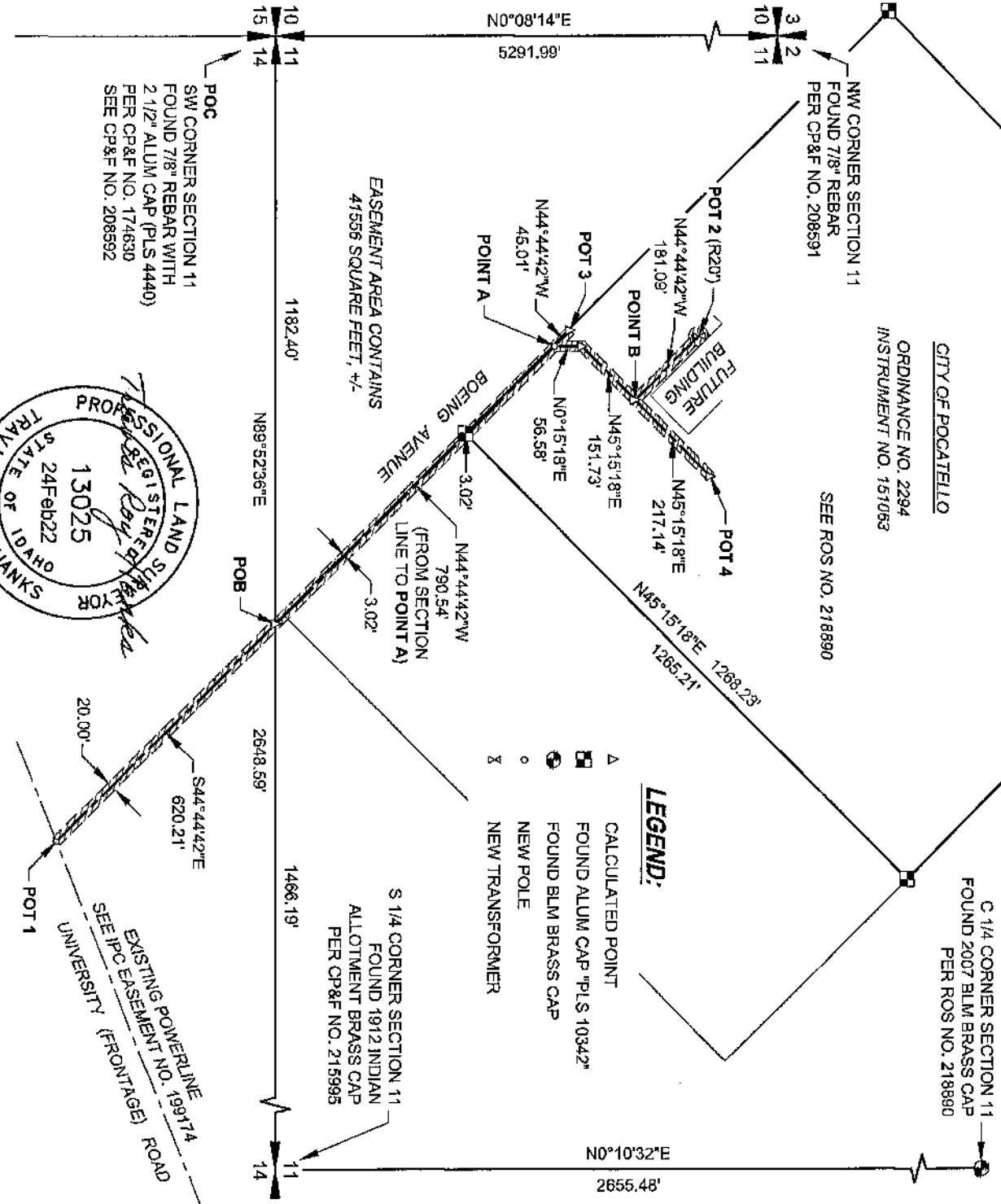
NW CORNER SECTION 11  
 FOUND 7/8" REBAR  
 PER CP&F NO. 208591

SEE ROS NO. 218890

C 1/4 CORNER SECTION 11  
 FOUND 2007 BLM BRASS CAP  
 PER ROS NO. 218890

EASEMENT AREA CONTAINS  
 41556 SQUARE FEET, +/-

POC  
 SW CORNER SECTION 11  
 FOUND 7/8" REBAR WITH  
 2 1/2" ALUM CAP (PLS 4440)  
 PER CP&F NO. 174630  
 SEE CP&F NO. 208592



### LEGEND:

- ▲ CALCULATED POINT
- FOUND ALUM CAP "PLS 10342"
- FOUND BLM BRASS CAP
- NEW POLE
- × NEW TRANSFORMER

NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.

DS,GJP	SCALE: 1"=300'	DATE: 24FEB2022	<b>CITY OF POCATELLO</b> <b>POWER COUNTY, IDAHO</b> <b>SEC. 11 &amp; 14, T.06S., R.33E., B.M.</b>	
DR,TRH	SHT. 4/4	WO No. 27594525		
SV,TRH				