



**Recording Requested by
and after Recording Return to:**

Idaho Power Company
Corporate Real Estate
P.O. Box 70
Boise, ID 83707

Access Road Easement

City of Boardman, a Municipal Corporation, Grantor, docs hereby grant and convey to IDAHO POWER COMPANY, a corporation, with its principal office located at 1221 West Idaho Street, Boise, Idaho, its licensees, successors, and assigns (including its future Boardman to Hemingway Power Line project partners), Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a nonexclusive perpetual access road easement ("Easement") over and across the following premises, belonging to the said Grantors in Morrow County, State of Oregon in the following location ("Easement Area"):

See Attached Exhibit "B"

The Easement Area is located within Grantor's larger parcel of land described on the attached Exhibit "C".

Grantee and its contractors shall have the right to use the Easement Area for the construction, operation, and maintenance of an access road not to exceed 20 feet in road surface width ("Access Road"), to provide access to Grantee's Boardman-to-Hemingway power line and related facilities ("Power Line"), including the right to enter and clear the Easement Area of timber and brush; the right to grade, level, cut, fill, drain, build, gravel, surface, maintain, repair and rebuild the Access Road, including such culverts, bridges, turnouts, retaining walls, erosion control measures or other appurtenant structures as may be necessary for Grantee's construction and use of the Access Road.

Grantee's use of the Access Road will be primarily for vehicular travel, including Grantee's heavy utility vehicles, to provide access for Grantee's construction, operation, and maintenance of the Power Line. Grantee will maintain the Access Road in suitable condition for Grantee's use, including repairing any material damage to the Access Road by Grantee, but Grantee is not obligated to maintain the Access Road for any other use.

The Grantor reserves the right of ingress and egress over and across the Access Road, said right to be exercised in a manner that will not interfere with the use of the Access Road by Grantee. Grantor may erect or maintain fences across the Access Road, which may be kept locked, provided that Grantee is also permitted to install its own lock thereon.

Grantee shall enter upon the Easement Area at its sole risk and hazard. Grantee and its successors and assigns individually release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee, its agents, servants, contractors, and other such parties associated with Grantee.

Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. GRANTEE hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

Grantee shall defend, indemnify and hold the Grantor harmless for, from, and against any and all claims, actions and demands against, any and all losses, damages, liens, liabilities, obligations, and costs (including reasonable attorney fees) incurred or sustained by Grantor, arising out of Grantee's (including Grantee's agents, servants, employees, consultants, contractors, and subcontractors, or other personnel) entry onto Grantor's Property or use or exercise of the easement of any kind, except for claims, actions, demands, losses, damages, liabilities, obligations, or costs arising out of the negligence or willful misconduct of the Grantor. The defense of Grantor shall be by an experienced attorney acting reasonably and in good faith, who is skilled in the defense of the claims threatened.

Grantee shall obtain and maintain the following insurance coverages: (i) comprehensive general liability insurance, including contractual liability coverage, to include Grantor as an additional insured and providing coverage with a combined bodily injury, death, and property damage limit of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence; (ii) all workers' compensation and employers' liability insurance required under applicable Workers' Compensation Acts and/or applicable law in addition to maintaining employers' liability instance in the amount of One Million and 00/100 Dollars (\$1,000,000.00); and (iii) automobile liability insurance in the amount of One Million and 00/100 Dollars (\$1,000,000.00). Grantee shall provide Grantor with a certificate of instance, which certificate shall provide that should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Grantee shall not permit or suffer any liens to be filed against Grantor's real property arising out of work performed or materials delivered in connection with work performed pursuant to this easement agreement and, without limitation of the other provisions of this easement agreement, shall promptly discharge or bond over (in accordance with applicable law) any liens so filed so as to remove same as an encumbrance against the real property.

Grantee shall promptly repair any damage to Grantor's Property and any improvements located thereon caused by Grantee and/or Grantee's agents, servants, employees, consultants, contractors, and subcontractors, and will restore the Grantor's Property and the improvements thereon to the substantially the same condition as they existed prior to Grantee's entry onto Grantor's Property.

A party shall be in default under the terms of these easements, covenants, and agreements if the party fails to cure a breach of any term of this agreement within thirty (30) days after written notice (in accordance with the notice provisions below) specifying the default or breach with reasonable particularity. If the breach or default is one which cannot be cured within the specified deadline, the breaching or defaulting party shall not be in default or breach provided he moves with all due diligence and speed to promptly and adequately remedy the breach and default and cures the breach or default within ninety (90) days of written notice.

Upon a default under this agreement, the non-defaulting party shall be entitled to seek any and all remedies available to it under this Agreement and Oregon law and equity. The remedies the parties may seek against each other shall include but not be limited to injunctions to stop breaches or defaults under this instrument, injuries, damages and interferences.

All notices, approvals, consents, requests, or demands required or permitted to be given or served by either party to this Easement will be in writing (unless otherwise expressly required), properly addressed to the addresses set forth below, and will be delivered: (a) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, or (b) by a nationally recognized overnight delivery service providing proof of delivery. Notices will be effective (i) in the case of registered or certified mail, on the date that is the earlier of (x) the date receipt is acknowledged on the return receipt for such notice, or (y) the date that is five (5) business days after the date of posting by the United States Post Office, and (ii) if by nationally recognized overnight delivery service providing proof of delivery, one (1) business day after the deposit of the notice with all delivery charges prepaid. Either party may by written notice change its address for all subsequent notices.

GRANTOR:

City of Boardman
Mailing Address: PO Box 229
Physical Address: 200 City Center Drive
Boardman, OR 97818

GRANTEE:

Idaho Power Company
Mailing Address: PO Box 70
Physical Address: 1221 West Idaho Street
Boise, ID 83707

In any litigation arising out of this instrument, or to enforce any term or condition of this instrument, the prevailing party shall recover from the other party, his reasonable attorney's fees, costs and expenses at trial, in arbitration and on appeal, plus arbitration fees.

This writing expresses the full and complete terms and conditions of the easements, covenants and agreements. There are no other agreements or understandings concerning these easements, covenants and agreements of any nature--written, oral or otherwise.

The failure of a party to insist upon strict or timely performance shall not be a waiver or relinquishment of any right, but that right shall remain in full force and effect.

The terms of these easements, covenants and agreements may not be modified except by a written agreement signed by both parties and duly recorded in the official records of the county in which the easement is located.

[signatures appear on following page]

Executed and delivered this ____ day of _____, 2024.

Grantor: City of Boardman, a Municipal Corporation

Grantor's Representative

Signature: _____

Printed Name: _____

Title: _____

Notary Acknowledgment

State of: _____)

)ss

County of: _____)

I, _____, (*Notary's Name*) a notary public, do hereby certify that on this ____ day of _____, 2024, personally appeared before me _____ (*Individual's Name*), who, being by me first duly sworn, declared that he/she is the _____ (*Title*) of the City of Boardman, a Municipal Corporation (*Grantor*), duly authorized to sign this document, and that he/she signed the document, and acknowledged to me that he/she executed the same as the free act and deed on behalf of said Grantor.

(Notarial Seal)

NOTARY PUBLIC

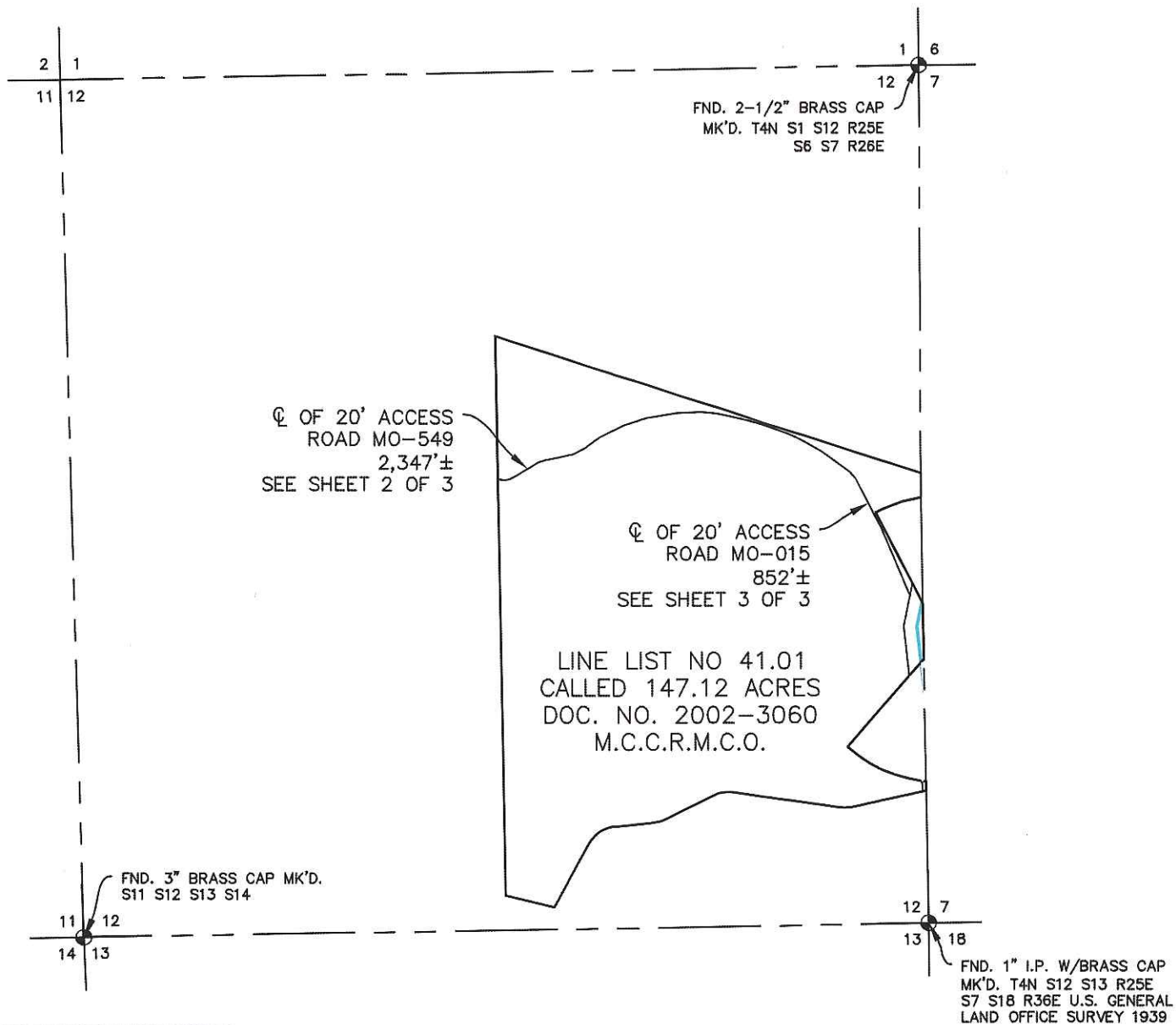
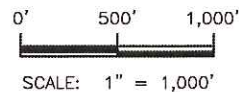
Residing at: _____

Expires: _____



ACCESS ROAD EASEMENT		
ACCESS ROAD TOTAL LENGTH	3,199'±	1.5 ACRES

EXHIBIT "B"
MORROW COUNTY, OREGON
 SECTION 12, T4N, R25E
 WILLAMETTE MERIDIAN



SURVEYOR'S CERTIFICATION

I, ROBERT E. HOOD, PROFESSIONAL LAND SURVEYOR NO. 83356, STATE OF OREGON, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY UNDER MY DIRECT SUPERVISION.

Robert E. Hood

2/23/24 DATE

ROBERT E. HOOD, OREGON P.L.S. NO. 83356
 hbk ENGINEERING, LLC
 214 EXPO CIRCLE, SUITE 101 WEST MONROE, LA. 71292
 PHONE NO. 318-600-8400
 83356

NOTES

- ALL BEARINGS SHOWN HEREON ARE GRID, BASED UPON THE OREGON PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY.
- THIS EXHIBIT IS NOT A MONUMENTED BOUNDARY SURVEY.

ACCESS ROAD INDEX MAP



DRAWN:	JAD	DATE:	01/30/24
CHECKED:	CEH	DATE:	02/02/24
APP'D:	REH	DATE:	02/02/24
SCALE:	AS SHOWN	SHEET	1 OF 3

ACCESS ROAD LOCATION

TWO (2) ACCESS ROAD EASEMENTS

LINE LIST NO. 41.01

UTILITY INFRASTRUCTURE SOLUTIONS **hbK** ENGINEERING
 An QUANTA SERVICES COMPANY
 214 EXPO CIRCLE SUITE 1 WEST MONROE, LA 71292
 318.600.6400

REV.	DATE	DESC.

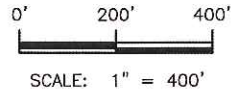
JOB NO. A23-0900.000
 CLIENT JOB NO.

DRAWING NO.	OR-MO-CO-LL-41.01-AR
REV.	0



ACCESS ROAD EASEMENT		
ACCESS ROAD TOTAL LENGTH	2,347'±	1.1 ACRES

EXHIBIT "B" cont'd
MORROW COUNTY, OREGON
 SECTION 12, T4N, R25E
 WILLAMETTE MERIDIAN



FND. 2-1/2" BRASS CAP
 MK'D. T4N S1 S12 R25E
 S6 S7 R26E

N09°50'11"E
 2,541.4'

☉ OF 20' ACCESS
 ROAD MO-549
 2,347'±
 1.1 ACRES

**POINT OF
 BEGINNING**
 ACCESS ROAD
 MO-549

**POINT OF
 TERMINATION**
 ACCESS ROAD
 MO-549

LINE LIST NO 41.01
 CALLED 147.12 ACRES
 DOC. NO. 2002-3060
 M.C.C.R.M.C.O.

N42°07'52"E
 3,807.9'

POINT OF COMMENCING
 ACCESS ROAD MO-549
 FND. 3" BRASS CAP MK'D.
 T4N R25E S11 S12 S13 S14

SURVEYOR'S CERTIFICATION

I, ROBERT E. HOOD, PROFESSIONAL LAND SURVEYOR NO. 83356, STATE OF OREGON, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY UNDER MY DIRECT SUPERVISION.

Robert E. Hood

2/23/24
 DATE

ROBERT E. HOOD OREGON P.L.S. NO. 83356
 hbk ENGINEERING, LLC 2011
 214 EXPO CIRCLE SUITE 1 WEST MONROE, LA. 71292
 PHONE NO. 318-600-6400
 83356

NOTES

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- THIS EXHIBIT IS NOT A MONUMENTED BOUNDARY SURVEY.

ACCESS ROAD MO-549



DRAWN:	JAD	DATE:	01/30/24
CHECKED:	CEH	DATE:	02/02/24
APP'D:	REH	DATE:	02/02/24
SCALE:	AS SHOWN	SHEET	2 OF 3

ACCESS ROAD LOCATION

TWO (2) ACCESS ROAD EASEMENTS

UTILITY INFRASTRUCTURE SOLUTIONS
hbK ENGINEERING
 A QUANTA SERVICES COMPANY
 214 EXPO CIRCLE SUITE 1
 WEST MONROE, LA 71292
 318.600.6400

REV.	DATE	DESC.

JOB NO. A23-0900.000
 CLIENT JOB NO.

LINE LIST NO. 41.01

DRAWING NO.

OR-MO-CO-LL-41.01-AR

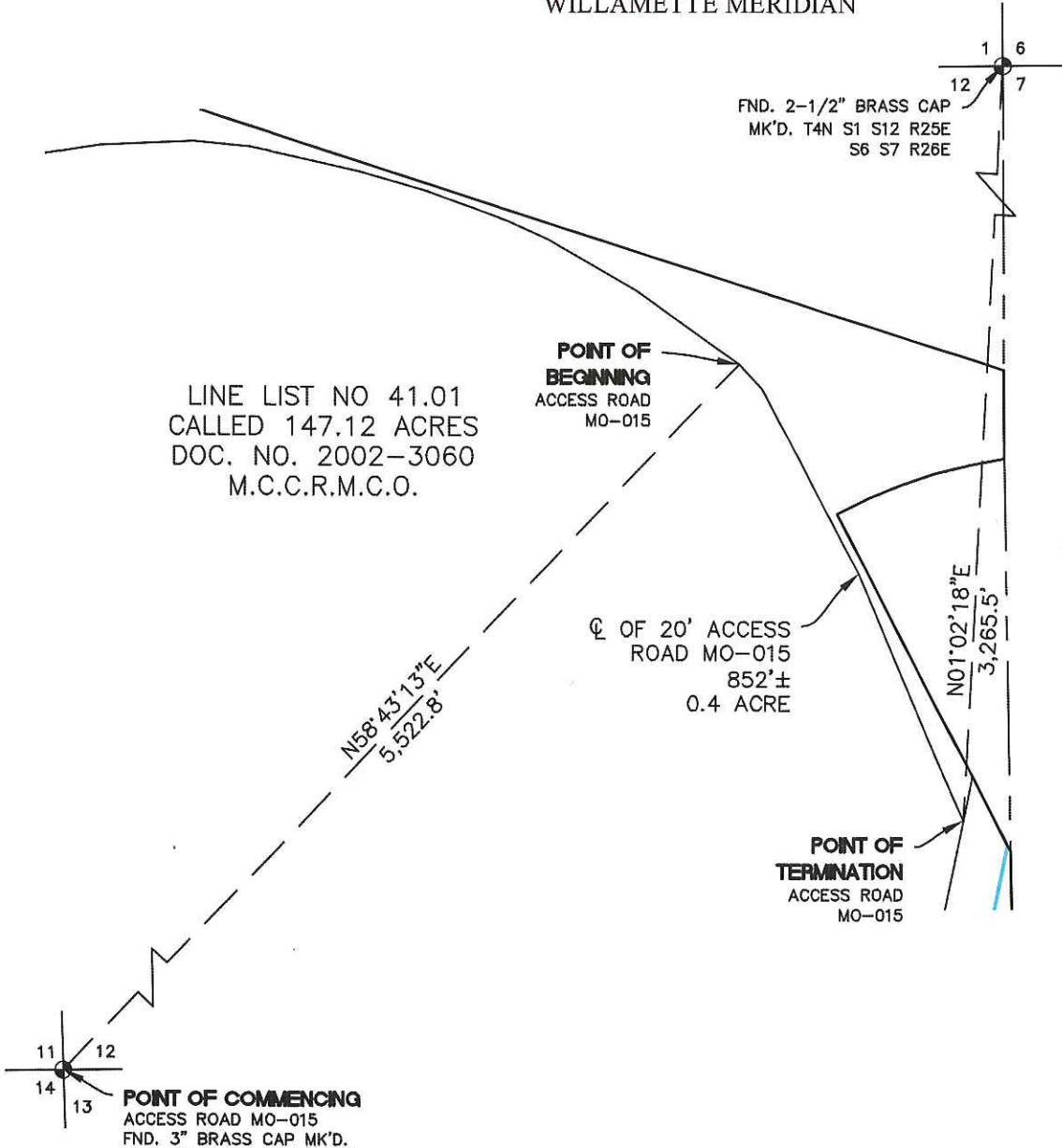
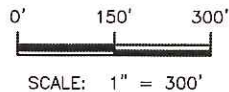
REV.

0



ACCESS ROAD EASEMENT		
ACCESS ROAD TOTAL LENGTH	852'±	0.4 ACRE

EXHIBIT "B" cont'd
MORROW COUNTY, OREGON
 SECTION 12, T4N, R25E
 WILLAMETTE MERIDIAN



LINE LIST NO 41.01
 CALLED 147.12 ACRES
 DOC. NO. 2002-3060
 M.C.C.R.M.C.O.

POINT OF BEGINNING
 ACCESS ROAD
 MO-015

☉ OF 20' ACCESS
 ROAD MO-015
 852'±
 0.4 ACRE

POINT OF TERMINATION
 ACCESS ROAD
 MO-015

POINT OF COMMENCING
 ACCESS ROAD MO-015
 FND. 3" BRASS CAP MK'D.
 T4N R25E S11 S12 S13 S14

SURVEYOR'S CERTIFICATION
 I, ROBERT E. HOOD, PROFESSIONAL LAND SURVEYOR NO. 83356, STATE OF OREGON,
 DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS PREPARED FROM
 AN ACTUAL ON THE GROUND SURVEY UNDER MY DIRECT SUPERVISION.

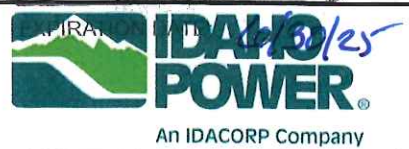
Robert E. Hood

2/23/24
 DATE

ROBERT E. HOOD, OREGON P.L.S. NO. 83356
 hbk ENGINEERING, LLC 2011
 214 EXPO CIRCLE, SUITE 100, WEST MONROE, LA. 71292
 PHONE NO. 318-600-6400

- NOTES**
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ACCESS ROAD MO-015



DRAWN:	JAD	DATE:	01/30/24
CHECKED:	CEH	DATE:	02/02/24
APP'D:	REH	DATE:	02/02/24
SCALE:	AS SHOWN	SHEET	3 OF 3

ACCESS ROAD LOCATION

TWO (2) ACCESS ROAD EASEMENTS

UTILITY INFRASTRUCTURE SOLUTIONS **hbK** ENGINEERING
 AN QUANTA SERVICES COMPANY
 214 EXPO CIRCLE SUITE 1 WEST MONROE, LA 71292 318.600.6400

REV.	DATE	DESC.

JOB NO. A23-0900.000
 CLIENT JOB NO.

LINE LIST NO. 41.01	
DRAWING NO. OR-MO-CO-LL-41.01-AR	REV. 0

M:\COO-B2H\MAPPING\PRELIMINARY\PLATS\DWG\OR-MO-CO-LL-41.01-AR.DWG 2/23/2024 3:19 PM

EXHIBIT "C"

Tract 41.01

Township 4 North, Range 25 E.W.M

Section 12:

COMMENCING at the Southeast corner of Section 12, of Township 4 North, Range 25 East of the Willamette Meridian in Morrow County;

Thence North $1^{\circ} 36' 46''$ West along the East line of said Section 12, a distance of 756.32 feet to the North right of way line of the West Extension Irrigation District Canal and True Point of **Beginning** of this description;

Thence continuing North $01^{\circ} 36' 46''$ West along the East line of said Section 12, a distance of 52.05 feet the outer edge of an irrigation circle with a radius of 881.67 feet;

Thence Northwesterly along the perimeter of said 881.67 foot circle a distance of 595.32 feet through an arc of $38^{\circ}41'13''$ of which the cord of said arc bears North $67^{\circ} 49' 18''$ West a distance of 583.07 feet;

Thence North $41^{\circ} 14' 20''$ East, a distance of 787.52 feet to the intersection of the East Section line of said Section 12;

Thence North $1^{\circ} 36' 46''$ West along said East line of Section 12 a distance of 202.22 feet; thence North $27^{\circ} 17' 15''$ West a distance of 733.88 feet to the perimeter of a 881.67 foot circle;

Thence Northeasterly along the arc of said 881.67-foot circle a distance of 331.00 feet through an arc of $21^{\circ} 30' 36''$ whos chord bears North $72^{\circ} 46' 11''$ East and a distance of 328.32 feet to the intersection of the East line of said Section 12;

Thence along the East line of said Section 12 North $1^{\circ} 36' 46''$ West a distance of 132.88 feet to the South right of way line of the Union Pacific Railroad mainline;

Thence North $72^{\circ} 08' 58''$ West along said South right of way line of the Union Pacific Railroad a distance of 2790.73 feet to North-South center line of said Section 12;

Thence South $1^{\circ} 38' 29''$ East along the said North-South centerline of Section 12, a distance of 3454.68 feet to the North Right of way of Interstate Highway No 84;

Thence South $77^{\circ} 06' 26''$ East along the North right of way of Interstate No. 84 a distance of 290.98 feet to the intersection with the North-right of way of the West Extension Irrigation District Canal; thence Northeasterly along the North right of way of the West Extension Irrigation District Canal to the Point of Beginning of this description. Said parcel containing 147.12 Acres.