



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

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

POWER LINE 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 power line project partners), Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a right-of-way and nonexclusive easement for the erection and continued operation, maintenance, repair, alteration (including, but not limited to, voltage or capacity upgrades and additional power poles or towers), inspection and replacement of overhead and/or underground electrical transmission, distribution, and communications lines and circuits of the Grantee, attached to towers, poles, props, guys, or other supports, together with crossarms and other attachments and incidental equipment thereon, and appurtenances, with the right to permit the attachment of the wires and fixtures of other companies or parties, over, under, on, and across the following premises, belonging to the said Grantors in Morrow County, State of Oregon in the following location:

See Attached Exhibit "A"

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other vegetation and obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system or result in the violation of any state, local, or federal law or regulation or the National Electrical Safety Code as the same now exists or may hereafter be amended. All such interfering vegetation within the Easement Area shall become the property of Grantee and may be disposed of by Grantee in any manner it deems suitable.

At no time shall Grantor(s) or Grantor's heirs, successors or assigns erect or place any building, structure, or store flammable material of any kind within the boundaries of said right-of-way, nor shall they bring or permit to be brought any equipment or vehicles or material of any kind within the boundaries of the said right-of-way that exceed 15 feet in height. Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms or other activities without the prior written approval of Grantee.

Grantee will have the right to grade and gravel within the easement area as needed for access ways and for power pole and tower locations, and the right to clear and keep clear the Easement Area from all fire/electrical hazards, safety hazards, unauthorized structures. Grantee will further have the right to trim or cut down and to remove "Danger Trees" located on land adjacent to the Easement Area. A Danger Tree is any growing or dead tree, or snag, whether stable or unstable, which in the opinion of Grantee could

interfere with the safe operation and maintenance of the Transmission Facilities. Title to Danger Trees shall vest in Grantee and the compensation paid for conveying this Easement Agreement is accepted as full compensation for all present and future Danger Trees.

It is the intention of Grantee to allow Grantor a reasonable right to use and have access to and across the Easement Area, when and where such use does not interfere with the rights of Grantee. Certain uses, however, are prohibited unless Grantor obtains prior written permission from Grantee, which will not be unreasonably withheld. If Grantor proceeds without prior written permission to conduct a prohibited use, Grantee shall have the right to take any action deemed appropriate to address such use. The following are examples of uses prohibited within the Easement Area unless prior written permission is obtained from Grantee. The examples provided below are not intended as an all-inclusive list of prohibited uses.

- a. Grantor shall not erect structures. By way of example, prohibited structures shall include, but are not limited to buildings, mobile homes, signs, light standards, fences, storage tanks, storage sheds, propane tanks, fueling stations, septic systems, swimming pools, tennis courts, or similar facilities.
- b. Grantor shall not drill wells or conduct mining operations.
- c. Grantor shall not appreciably change the grade of the land, normal farming practices excluded.
- d. Grantor shall not construct roads in the Easement Area.

Subject to the foregoing limitations, said right-of-way may be used by Grantor(s) for roads, agricultural crops, and other purposes not inconsistent with this easement. Said uses shall not interfere with any existing or future electrical lines of the Grantee, or result in the violation of any state, local, or federal law or regulation or the National Electrical Safety Code as same now exists or may hereafter be amended.

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 insurance 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 insurance, 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.

Grantor warrants title to the rights granted herein. Grantor further covenants that Grantor is the sole owner of the property over which this easement is granted, that Grantor has the lawful right to convey this easement interest, and that the property is free and clear of encumbrances, except as agreed to by Grantee.

Limited use or non-use of the rights granted under this Easement Agreement shall not prevent later use to the full extent conveyed.

[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: _____

EXHIBIT "A"

**CENTER LINE DESCRIPTION OF A
PERPETUAL ONE HUNDRED SIXTY (160) FEET WIDE
POWER LINE EASEMENT AND RIGHT OF WAY
AND A METES AND BOUNDS DESCRIPTION
OF A PORTION OF THE POWER LINE EASEMENT**

CENTER LINE DESCRIPTION OF A PERPETUAL ONE HUNDRED SIXTY (160) FEET WIDE POWER LINE EASEMENT AND RIGHT OF WAY AND A METES AND BOUNDS DESCRIPTION OF A PORTION OF THE SAID POWER LINE EASEMENT, SITUATED IN SECTION 12, TOWNSHIP 4 NORTH RANGE 25 EAST OF THE WILLAMETTE MERIDIAN, MORROW COUNTY, OREGON AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION OF THAT CERTAIN PARCEL OF LAND CALLED 147.12 ACRES TRACT OF LAND, AS DESCRIBED BY DOCUMENT NO. 2002-3060 RECORDED IN THE MORROW COUNTY CLERK RECORDS OF MORROW COUNTY, OREGON, (M.C.C.R.M.C.O.) SAID ONE HUNDRED SIXTY (160) FEET WIDE EASEMENT BEING SITUATED EIGHTY (80) FEET EACH SIDE OF THE HERIN DESCRIBED CENTER LINE, SAID CENTER LINE AND SAID METES AND BOUNDS PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: WITH ALL BEARINGS HEREIN BEING GRID, BASED UPON THE OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, INTERNATIONAL FOOT, NORTH AMERICAN DATUM OF 1983 (NAD 83), AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY, PERFORMED BY hbk ENGINEERING IN OCTOBER OF 2023;

POWER LINE EASEMENT

COMMENCING at a 2 ½ inch brass cap marked T4N S1 S12 R25E S6 S7 R26E, found marking the northeast corner of said Section 12;

THENCE South 00° 14' 45" East, across a portion of said Section 12, a distance of 3,305.9 feet to a point in a northeasterly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described power line easement;

THENCE South 11° 22' 54" West, across a portion of the above referenced tract of land, a distance of 157.6 feet to a point;

THENCE South 06° 29' 00" East, continuing across a portion of the above referenced tract of land, a distance of 220.8 feet to a point in a southeasterly line of the above referenced tract of land, said point being the **POINT OF TERMINATION** of a portion of the herein described power line easement, from which a 1 inch iron pipe with a brass cap marked T4N S12 S13 R25E S7 S18 R26E 1939 U.S. General Land Office Survey, found marking the southeast corner of said Section 12 bears, South 01° 35' 28" East, a distance of 1,605.7 feet, said power line easement having a length of 378.4 feet or 22.93 rods and containing 1.1 acres of land, more or less, lengthening or shortening the side lines thereof to intersect the property lines.

POWER LINE EASEMENT CONT. (METES AND BOUNDS)

COMMENCING at a 1 inch iron pipe with a brass cap marked T4N S12 S13 R25E S7 S18 R26E 1939 U.S. General Land Office Survey found marking the southeast corner of said Section 12;

THENCE North 00° 57' 56" West, along the east line of said Section 12, a distance of 816.9 feet to a point on the most southeasterly line of said parcel, and the **POINT OF BEGINNING** of the herein described power line easement;

THENCE South 77° 54' 59" West, along a southeasterly line of the above referenced tract of land, a distance of 21.7 feet to a point;

THENCE North 06° 29' 01" West, across a portion of the above referenced tract of land, a distance of 61.0 feet to a point in a southeasterly line of the above referenced tract of land;

THENCE South 82° 42' 33" East, along the said southeasterly line, a distance of 27.4 feet to a point in the east line of said Section 12;

THENCE South 00° 57' 56" East, along the said east line, a distance of 52.6 feet to the **POINT OF BEGINNING**, said power line easement and containing 1,371.1 square feet of land, more or less.

Power Line Easement combined for a total of 1.1 acres of land.

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 2011 WEST MONROE, LA. 71292
PHONE NO. 518-800-6400
83356

LEGAL DESCRIPTION

EASEMENT PLAT

PERMANENT EASEMENT & RIGHT OF WAY

LINE LIST NO. 41.01

DRAWING NO.

OR-MO-CO-LL-41.01

REV.

0



AN IDACORP COMPANY



214 EXPO CIRCLE
SUITE 1
WEST MONROE, LA
71292
318.600.6400

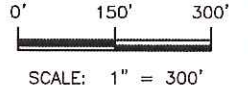
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CHECKED:	CEH	DATE:	02/02/24
APP'D:	REH	DATE:	02/02/24
SCALE:	AS SHOWN	SHEET	1 OF 5
REV.	DATE	DESC.	
JOB NO.	A23-0900.000		
CLIENT JOB NO.			

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EASEMENT TABLE		
CENTERLINE LENGTH	378.4'	22.93 RODS
PERMANENT ROW	1.1 ACRES	

EXHIBIT "A" 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 COMMENCING
 POWER LINE EASEMENT
 FND. 2-1/2" BRASS CAP MK'D.
 T4N S1 S12 R25E S6 S7 R26E

S00°14'45"E
 3,305.9'

POINT OF BEGINNING
 POWER LINE EASEMENT

S11°22'54"W
 157.6'
 Q OF 160'
 PERMANENT EASEMENT

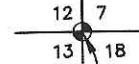
SEE DETAIL VIEW
 SHEET 4 OF 5

S06°29'00"E
 220.8'

POINT OF TERMINATION
 POWER LINE EASEMENT

S01°35'28"E
 1,605.7'

POWER LINE EASEMENT CONT.
 1,371.1 SQ. FT.
 SEE DETAIL VIEW
 SHEET 5 OF 5



FND. 1" I.P. W/BRASS CAP MK'D.
 T4N S12 S13 R25E S7 S18 R26E
 U.S. GENERAL LAND OFFICE SURVEY
 1939

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 100, WEST MONROE, LA. 71292
 PHONE NO. 518-600-8400
 83356

FOR LEGEND AND NOTES,
 SEE SHEET 3 OF 4
PLAT



DRAWN:	JAD	DATE:	01/29/24
CHECKED:	CEH	DATE:	02/02/24
APP'D:	REH	DATE:	02/02/24
SCALE:	AS SHOWN	SHEET	2 OF 5

EASEMENT PLAT

PERMANENT EASEMENT & RIGHT OF WAY

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.

DRAWING NO.	OR-MO-CO-LL-41.01	REV.	0
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EXHIBIT "A" cont'd
MORROW COUNTY, OREGON
 SECTION 12, T4N, R25E
 WILLAMETTE MERIDIAN

LEGEND

- ⊙ MONUMENT
- CENTER LINE P.I.
- ⊕ CENTER LINE
- ⊔ PROPERTY LINE
- I.P. IRON PIPE
- I.R. IRON ROD
- ALUM. ALUMINUM
- MK'D. MARKED
- W/ WITH
- SEC. SECTION
- T4N TOWNSHIP 4 NORTH
- R25E RANGE 25 EAST
- DOC. NO. DOCUMENT NO.
- FND. FOUND
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- P.E.R.W. PERMANENT EASEMENT RIGHT OF WAY
- M.C.C.R.M.C.O. MORROW COUNTY CLERK RECORDS OF MORROW COUNTY, OREGON

NOTES

1. THE OWNERSHIP AND ALL EASEMENTS OF RECORD AFFECTING THIS TRACT AS REFLECTED UPON TITLE REPORT FROM AMERITITLE, FILE NO. 245770AM DATED MARCH 13, 2023, ARE SHOWN HEREON.
2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, BASED UPON THE OREGON PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY, PERFORMED BY hbk ENGINEERING, LLC. IN OCTOBER, 2023.
3. SEE SHEET 1 OF 5 FOR LEGAL DESCRIPTION.
4. IF THIS PLAT AND ACCOMPANIED LEGAL DESCRIPTION ARE NOT SEALED WITH THE RAISED EMBOSSED SEAL OF THE UNDERSIGNED SURVEYOR, IT SHOULD BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.

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

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

2/23/24
 DATE

LEGEND & NOTES

EASEMENT PLAT

PERMANENT EASEMENT & RIGHT OF WAY

LINE LIST NO. 41.01

DRAWING NO.

OR-MO-CO-LL-41.01

REV.

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An IDACORP Company



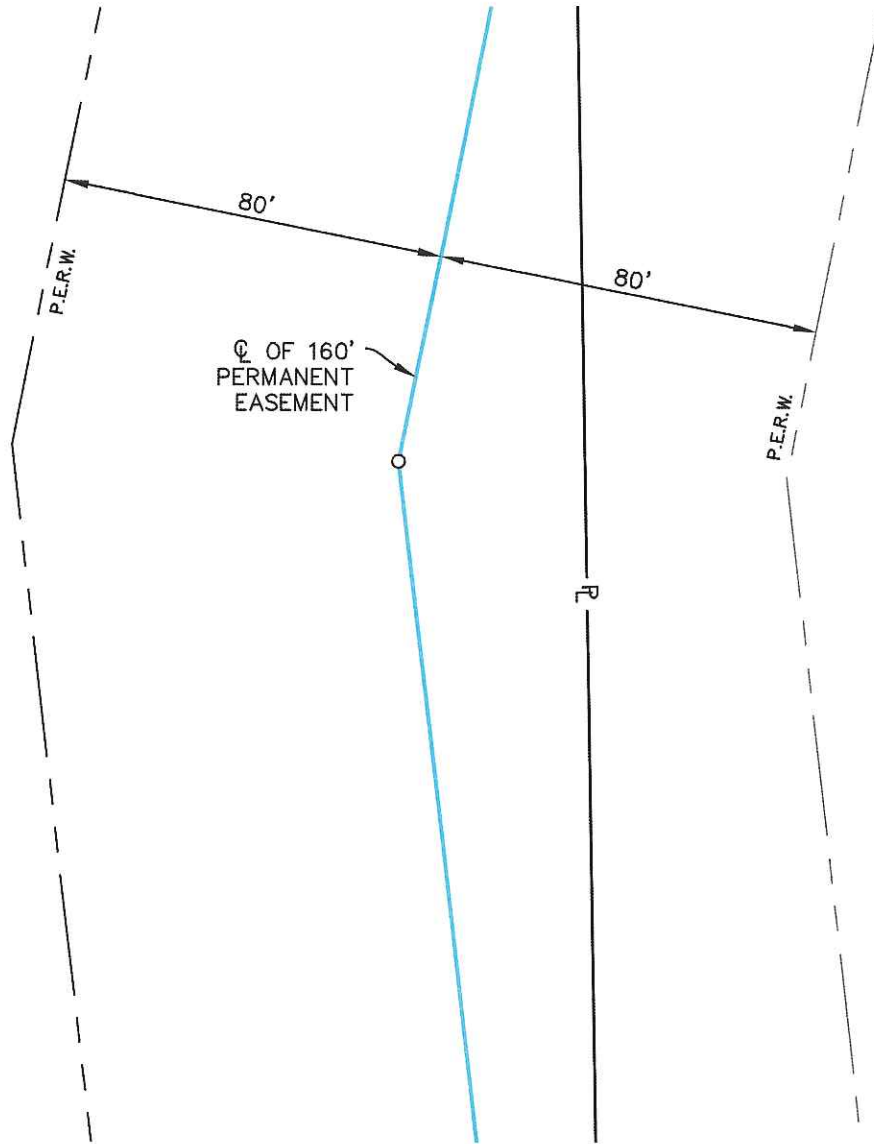
214 EXPO CIRCLE
 SUITE 1
 WEST MONROE, LA
 71292
 318.600.6400

DRAWN:	JAD	DATE:	01/29/24
CHECKED:	CEH	DATE:	02/02/24
APP'D:	REH	DATE:	02/02/24
SCALE:	AS SHOWN	SHEET	3 OF 5
REV.	DATE	DESC.	
JOB NO. A23-0900.000			
CLIENT JOB NO.			



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

0' 20' 40'
 SCALE: 1" = 40'



SURVEYOR'S CERTIFICATION

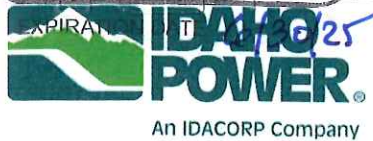
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2/23/24
 DATE

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

DETAILS



DRAWN:	JAD	DATE:	01/29/24
CHECKED:	CEH	DATE:	02/02/24
APP'D:	REH	DATE:	02/02/24
SCALE:	AS SHOWN	SHEET	4 OF 5

EASEMENT PLAT

PERMANENT EASEMENT & RIGHT OF WAY

LINE LIST NO. 41.01

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

REV.	DATE	DESC.

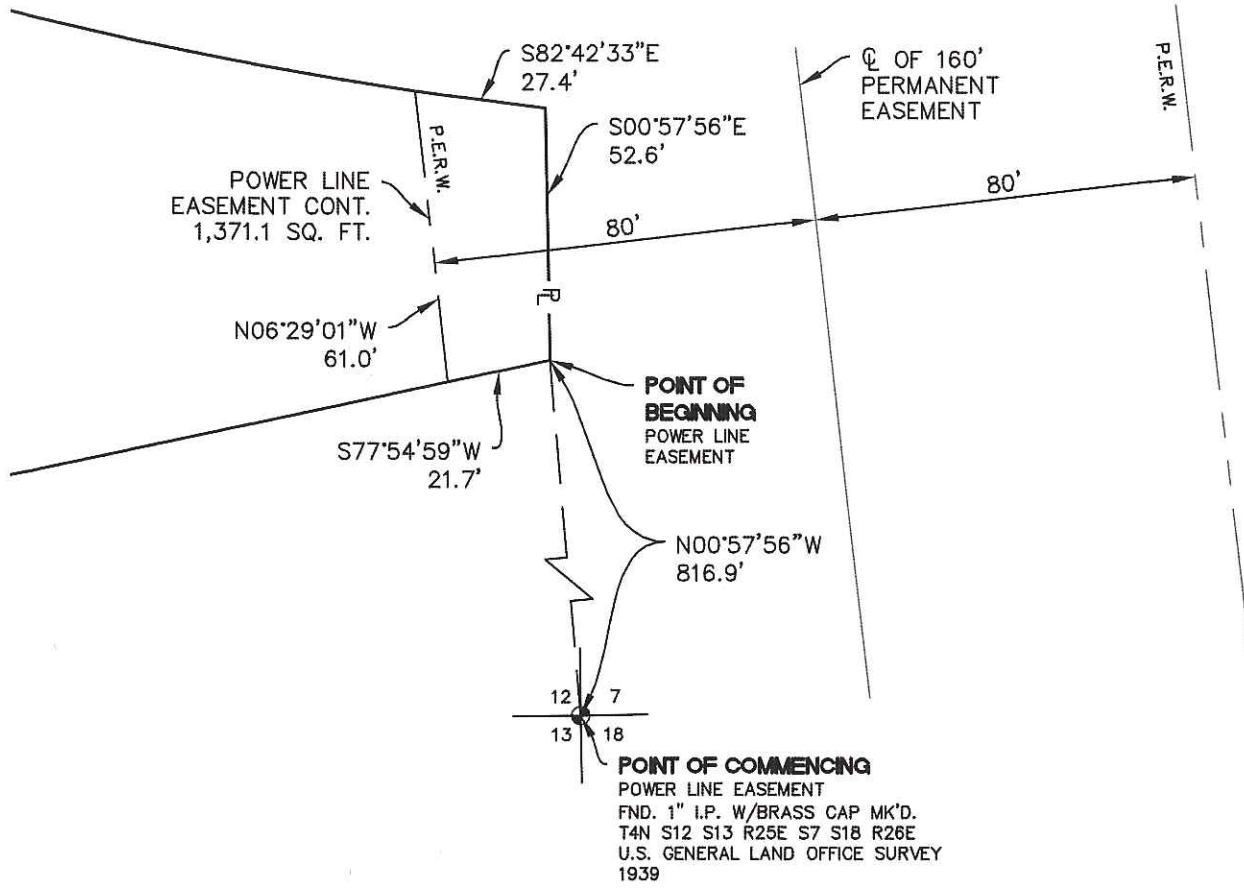
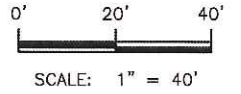
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EASEMENT TABLE		
CENTERLINE LENGTH	0'	0 RODS
PERMANENT ROW	1,371.1 SQ. FT.	

EXHIBIT "A" cont'd
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 1001 WEST MONROE, LA. 71292
 PHONE NO. 518-806-8400
 83356

DETAILS

EASEMENT PLAT

PERMANENT EASEMENT & RIGHT OF WAY

LINE LIST NO. 41.01

DRAWING NO.

OR-MO-CO-LL-41.01

REV.

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An IDACORP Company



214 EXPO CIRCLE
 SUITE 1
 WEST MONROE, LA
 71292
 318.600.6400

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JOB NO.		A23-0900.000	
CLIENT JOB NO.			