



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

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

## **Temporary Construction 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 temporary construction 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 "D"

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

Grantee is authorized to use the Easement Area as a construction staging area for Grantee's Boardman-to-Hemingway Power Line construction project, including the transportation and storage of large utility construction vehicles, equipment, and materials upon the Easement Area; the clearing, grading and graveling of the Easement Area as necessary for Grantee's staging area operations; the excavation and piling of soil on the Easement Area; the installation of temporary fences and gates on the Easement Area; and other related uses of the Easement Area as a construction staging area.

The term of this Easement shall run through October 31, 2026, or such earlier time as Grantee provides written notice to Grantor of Grantee's termination of this Easement ("Term"). At the end of the Term, Grantee will repair any material damage it has caused to the Easement Area and remove all vehicles, equipment, materials, fences, gates and other improvements it has placed on the Easement Area.

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.

The Temporary Construction Easement will terminate upon the completion of Grantee's construction activities described above for the Boardman to Hemingway Power Line project. Such termination will be

self-operative without the requirement of a written release; provided, however, after such termination, upon written request by Grantor, Grantee shall execute and deliver to Grantor an instrument, provided by Grantor, which shall memorialize the termination of the Temporary Construction Easement for recording in the official records of Morrow County, Oregon. In all events, this Temporary Construction Easement and all rights granted hereunder shall terminate no later than December 31, 2026. Upon termination of the Temporary Construction Easement, Grantee will promptly repair any damage it and/or Grantee's agents, servants, employees, consultants, contractors, and subcontractors have caused to the Easement Area and 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. Further, Grantee shall promptly remove all vehicles, equipment, materials, fences, gates and other improvements it has placed on the Easement Area. Grantee will not be required to remove gravel placed on the surface of the Easement Area.

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 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: \_\_\_\_\_

**EXHIBIT "D"**

**METES AND BOUNDS DESCRIPTION  
OF TWO (2) TEMPORARY CONSTRUCTION EASEMENTS**

METES AND BOUNDS DESCRIPTION OF TWO (2) TEMPORARY CONSTRUCTION EASEMENTS (T.C.E.) 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 CALLED 147.12 ACRES TRACT OF LAND, AS DESCRIBED IN DOCUMENT NO. 2002-3060 OF THE MORROW COUNTY CLERKS RECORDS OF MORROW COUNTY, OREGON (M.C.C.R.M.C.O.) AND 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 SURVEY (GPS) SURVEY, PERFORMED BY hbk ENGINEERING COMPANY IN NOVEMBER OF 2023;

**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.) NO. 1**

**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° 10' 26" East, across a portion of said Section 12, a distance of 2,601.5 feet to a point on the east line of said parcel and **POINT OF BEGINNING** of the herein described TCE No.1;

**THENCE** South 00° 10' 26" East, along said east line of the above referenced tract of land, a distance of 37.7 feet to a point;

**THENCE** South 00° 57' 56" East, continuing along the said east line, a distance of 21.5 feet to the point of curvature of a curve to the left, said point being the southern most northeast corner of said parcel of the herein described T.C.E. No. 1;

**THENCE** southwesterly, along the northeasterly line being a curve to the left, said curve having an arc length of 244.7 feet, a delta angle of 15° 54' 09", and a radius of 881.67 feet to the southwest corner of the herein described T.C.E. No. 1;

**THENCE** North 06° 29' 00" West, along the west line of the said T.C.E. No. 1, a distance of 102.1 feet to the northwest corner of the herein described T.C.E. No. 1;

**THENCE** North 83° 31' 00" East, along the north line of the said T.C.E. No.1, a distance of 246.3 feet to the **POINT OF BEGINNING** of the said T.C.E. No. 1 and containing 0.4 acre of land, more or less.

**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. 318-699-6400

**LEGAL DESCRIPTION**



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 4

**EASEMENT PLAT**

TWO (2) TEMPORARY CONSTRUCTION EASEMENTS

LINE LIST 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.
1	02/17/24	REVISED DOCUMENT
JOB NO. A23-0900.000		
CLIENT JOB NO.		

DRAWING NO.

OR-MO-CO-LL-41.01-TCE

REV.

1



EXHIBIT "D" cont'd

**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.) NO. 2**

**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 04° 09' 47" West, across a portion of said Section 12, a distance of 2,880.5 feet to a point in the northeasterly line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described T.C.E. No. 2;

**THENCE** South 27° 17' 01" East, along the said northeasterly line, a distance of 359.1 feet to a point in the west line of a one hundred sixty (160) feet wide power line easement;

**THENCE** South 11° 20' 51" West, along the said west line, a distance of 269.5 feet to a point;

**THENCE** South 06° 24' 50" East, continuing along the said west line, a distance of 306.8 feet to a point in a southeasterly line of the above referenced tract of land;

**THENCE** South 41° 14' 34" West, along the said southwesterly line, a distance of 188.3 feet to a point;

**THENCE** North 11° 22' 54" East, across a portion of the above referenced tract of land, a distance of 442.2 feet to a point;

**THENCE** South 83° 31' 00" West, continuing across a portion of the above referenced tract of land, a distance of 40.9 feet to a point;

**THENCE** North 06° 29' 00" West, continuing across a portion of the above referenced tract of land, a distance of 604.8 feet to the **POINT OF BEGINNING** of the said T.C.E. No. 2 and containing 1.5 acres of land, more or less.

Temporary Construction Easements Nos. 1-2 containing a total of 1.9 acres of land, more or less.

**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. 518-806-8400  
 83356

**LEGAL DESCRIPTION**

**EASEMENT PLAT**

TWO (2) TEMPORARY CONSTRUCTION EASEMENTS

LINE LIST 41.01

DRAWING NO.

OR-MO-CO-LL-41.01-TCE

REV.

1



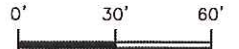
214 EXPO CIRCLE  
 SUITE 1  
 WEST MONROE, LA  
 71292  
 318.600.6400

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 4
REV.	DATE	DESC.	
1	02/17/24	REVISED DOCUMENT	
JOB NO. A23-0900.000			
CLIENT JOB NO.			

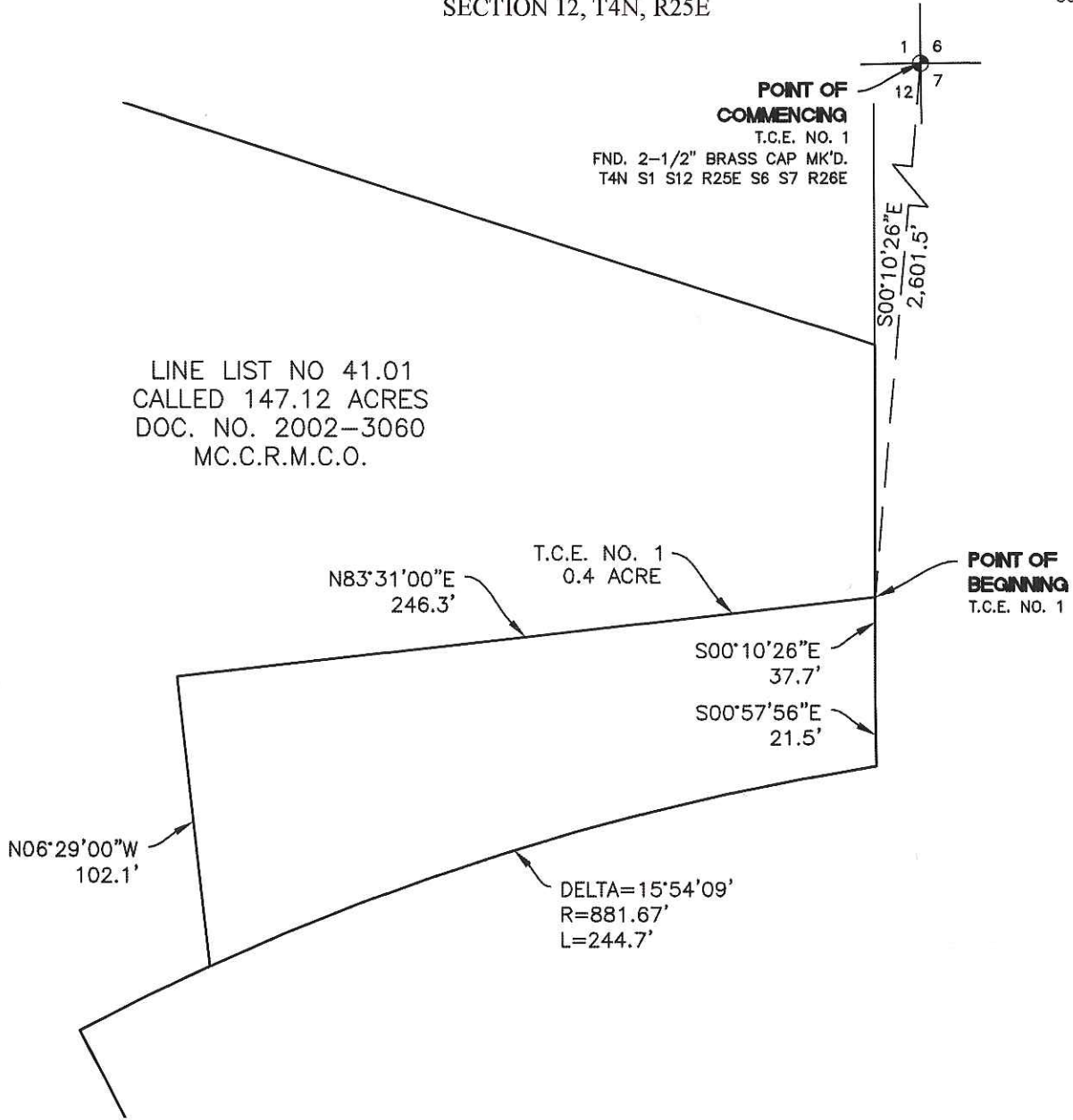


EASEMENT TABLE	
T.C.E. NO. 1	0.4 ACRE

**EXHIBIT "D" cont'd**  
**MORROW COUNTY, OREGON**  
**SECTION 12, T4N, R25E**



SCALE: 1" = 60'



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

N83°31'00"E  
 246.3'

T.C.E. NO. 1  
 0.4 ACRE

S00°10'26"E  
 37.7'

S00°57'56"E  
 21.5'

DELTA=15°54'09"  
 R=881.67'  
 L=244.7'

N06°29'00"W  
 102.1'

**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 1, WEST MONROE, LA. 71292  
 PHONE NO. 318-600-6400  
 83356

**TEMPORARY  
 CONSTRUCTION EASEMENT**

**EASEMENT PLAT**

TWO (2) TEMPORARY CONSTRUCTION EASEMENTS

LINE LIST 41.01

DRAWING NO.

OR-MO-CO-LL-41.01-TCE

REV.

1



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

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 4
REV.	DATE	DESC.	
1	02/17/24	REVISED DOCUMENT	
JOB NO.	A23-0900.000		
CLIENT JOB NO.			

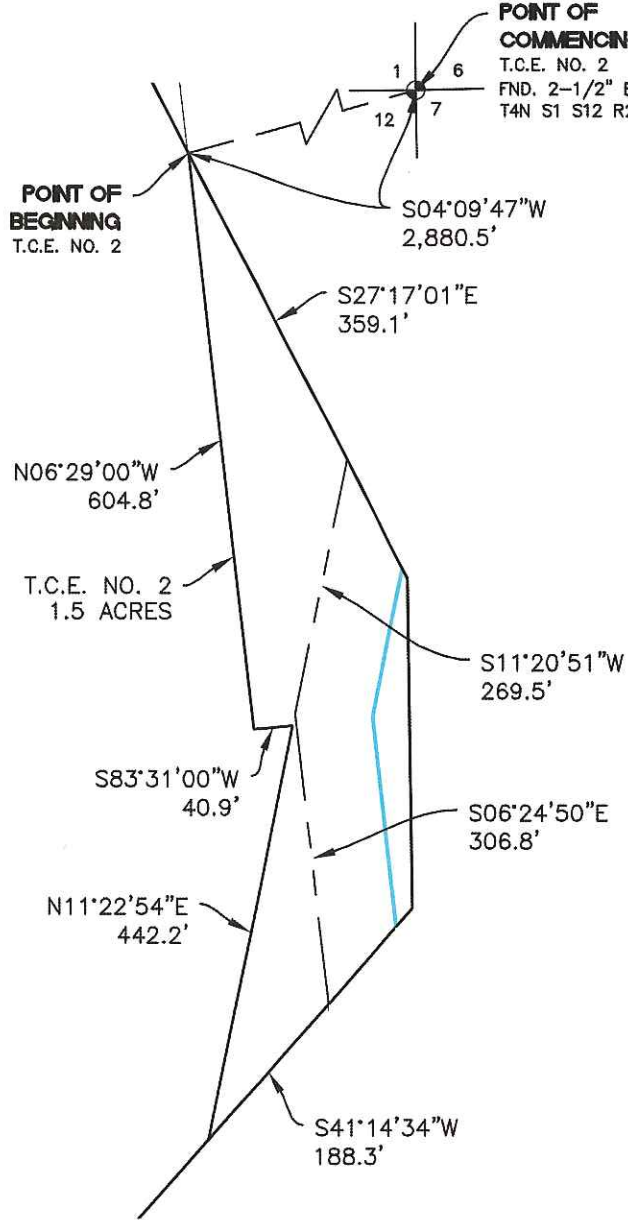
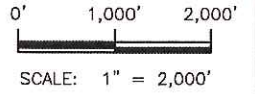
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EASEMENT TABLE	
T.C.E. NO. 2	1.5 ACRES

**EXHIBIT "D" cont'd**  
**MORROW COUNTY, OREGON**  
**SECTION 12, T4N, R25E**



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

**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 011 WEST MONROE, LA. 71292  
 PHONE NO. 318-606-8400  
 83356

**TEMPORARY  
 CONSTRUCTION EASEMENT**



DRAWN:	JAD	DATE:	01/30/24
CHECKED:	CEH	DATE:	02/02/24
APP'D:	REH	DATE:	02/02/24
SCALE:	AS SHOWN	SHEET	4 OF 4

**EASEMENT PLAT**

TWO (2) TEMPORARY CONSTRUCTION EASEMENTS

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

REV.	DATE	DESC.
1	02/17/24	REVISED DOCUMENT
JOB NO. A23-0900.000		
CLIENT JOB NO.		

DRAWING NO.	OR-MO-CO-LL-41.01-TCE	REV.	1
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EXHIBIT "E"

**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.