



City of Ketchum

August 1, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Release of Easement 22784, Easement 22780, Easement 22782 and Right-of-Way Encroachment Agreement 22781 with Idaho Power for the Bluebird Village Community Housing Project.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached release of easement, new easements and right-of-way encroachment agreements with Idaho Power Company and adopt the following motions:

- “I move to authorize the Mayor to sign the Release of Easement 22784 with Idaho Power.”
- “I move to authorize the Mayor to sign the Little Park Easement Agreement 22780 with Idaho Power.”
- “I move to authorize the Mayor to sign the Little Park Right-of-Way Encroachment Agreement 22781 with Idaho Power.”
- “I move to authorize the Mayor to sign the City Easement Agreement 22782 with Idaho Power.”

The reasons for the recommendation are as follows:

- In 2013 the City entered into an easement agreement with Idaho Power for two easements on city property in the parking lot behind old city hall. One easement was located at the southwest corner of the parking lot and one easement was located at the northeast corner of the parking lot. The northeast easement was for a transformer that served the property located at 580 5th Street, the single-family residence adjacent to the city property at the corner of 5th Street and Walnut Avenue.
- Building B of the Bluebird Village Community Housing Project requires the relocation of the transformer and termination of the easement located at the northeast corner of the city property. This existing easement will be terminated and a new easement for a new transformer will be created across the street at Little Park. This will be a temporary easement until the property at 580 5th Street redevelops.
- A new easement is being created at the southwest corner of the property to accommodate the existing Idaho Power infrastructure and the new infrastructure associated with the Bluebird development project.
- The Idaho Power equipment will have no impact on pedestrian, vehicular, or public access. The project will not impact public access or City utilities, operations, or maintenance.
- The encroachments will provide underground power to the Bluebird development and the adjacent property located at 580 E 5th Street.

Introduction and History

Building B of the Bluebird Village Community Housing Project on the parking lot parcel encroaches over an Idaho Power easement at the northeast corner of the property. The existing transformer located at the northeast corner of parking lot parcel serves the home on the adjacent property located at 580 E 5th Street. The City and Idaho Power have agreed that the existing transformer may be temporarily relocated to the City's Little Park property. This transformer location is temporary until the property located at 580 E 5th Street is redeveloped. When this property is redeveloped, the transformer will be required to be relocated from its temporary location at Little Park to the property located at 580 E 5th Street. Easement Agreement 22780 will create a new easement on the Little Park property for the temporarily relocated transformer. Right-of-Way Encroachment Agreement 22781 will permit Idaho Power to install underground power conduit and conductors within the 5th Street right-of-way.

The existing easement on the parking lot parcel will be vacated and a new easement will be created at the southwest corner of the parking lot parcel for the new 3-phase transformer that will be installed to serve the Bluebird development and an existing switchgear box. Easement Agreement 22782 will create the new easement area at the southwest corner of the parking lot parcel. Once Idaho Power has prepared the work order for the new 3-phase transformer to serve Bluebird, Staff will prepare the associated Right-of-Way Encroachment Agreement for the electrical infrastructure that will be installed underground in the public right-of-way for City Council's final review and approval.

Analysis

The City Engineer, Streets Department, Utilities Department, and the City's Facilities Maintenance Supervisor have reviewed the plans for the temporary transformer at Little Park and the new 3-phase transformer to serve the Bluebird development at the southwest corner of the parking lot parcel. No new above-grade facilities are proposed within the public right-of-way. The Idaho Power equipment will have no impact on pedestrian, vehicular, or public access. The project will not impact public access or City utilities, operations, or maintenance. Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Sustainability

The easement and right-of-way encroachment agreements do not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

There is no financial requirement from the city for this action.

Attachments

Release of Easement 22784

Idaho Power Little Park Easement Agreement 22780

Idaho Power Little Park Right-of-Way Encroachment Agreement 22781

Parking Lot Parcel Easement Agreement 22782

*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

City of Ketchum
P.O. Box 2315
191 5th Street
Ketchum, ID 83340

(Space Above For Recorder's Use)

RELEASE OF EASEMENT 22784
Idaho Power Easement
(Recorded in the Official Records of Blaine County, Idaho on
September 23, 2013, as Instrument No. 61394)

This Release of Easement ("Release") is made and entered into on _____ 2022, by the City of Ketchum, Idaho ("City") and Idaho Power Company pertaining to that certain property legally described in Instrument No. 61394 (attached hereto as Exhibit A).

1. *Creation of 2013 Easement.* That certain Idaho Power Easement recorded on September 23, 2013, as Instrument No. 61394 established two easements on City property to accommodate Idaho Power equipment. ("2013 Easement").

2. *New Easements to Replace 2013 Easement in Instrument No. 61394.* Due to development on the subject property where the 2013 Easement is located, the Parties agree to release 2013 Easement and in exchange for recording two new Easements for Idaho Power equipment.

3. *Release of Easement.* To further confirm the vacation and release of the 2013 Easement, Idaho Power hereby releases any and all right, title and interest Idaho Power may have in and to the 2013 Easement recorded as Instrument No. 61394 and all real property described therein, including without limitation that certain real property described in Exhibit A.

4. The intent of this Release is to affirm that Idaho Power has no right, title or interest in the 2013 Easement, and that the 2013 Easement is hereby terminated, revoked, and of no further force or effect for any purpose.

IN WITNESS WHEREOF, the City and Idaho Power Company agree to this Release.

City of Ketchum, Idaho

Idaho Power Company

Neil Bradshaw, Mayor

Cheryl Bennett, Idaho Power Company

EXHIBIT A



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

For County Recorder's Use Only	
Instrument # 613194	
HAILEY, BLAINE, IDAHO	
9-23-2013	04:34:00 No. of Pages: 4
Recorded for : IDAHO POWER COMPANY	
JOLYNN DRAGE	Fee: 19.00
Ex-Officio Recorder Deputy	<i>MPP</i>
Index to: EASEMENTS	

Easement—Organization

City of Ketchum

“Grantor(s)”, of Blaine 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:

Underground Facilities: Underground electrical power line or lines and related facilities and equipment, 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 (all of the above collectively being referred to as the “Facilities”) together with the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of “Facilities”), on, over, through, under, and across the following premises belonging to Grantor(s) in Blaine 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 as follows:

Two parcels of land being a portion of Lots 7 & 8, Block 45 Village of Ketchum, as shown on Instrument No. 6105787, records of Blaine County, Idaho, lying within Section 18, T.4N., R.18E., B.M., Blaine County, Idaho, affecting the Grantors property as described in Quitclaim Deed Instrument No. 278964, records of Blaine County, Idaho, and more particularly described as follows 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 through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing. This Easement shall run with the land and be binding upon the parties’ successors and assigns.

Checked by: Ronald M. Hodge, P.L.S.
Work Order #: 27384457

(Signature page immediately follows)

Executed and delivered this 29th day of August, 2013.

Signature(s) of Grantor(s) (Include title where applicable):
[Signature]
Mayor of Ketchum

Corporate Verification

STATE OF Idaho
COUNTY OF Blaine } ss.

I, Marta R. Thompson (Notary's Name), a notary public, do hereby certify that on this 29th day of August, 20 13, personally appeared before me Randy Hall, Mayor (Individual's Name Including Title) and _____ (Individual's Name Including Title) and _____ (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 _____ (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)



Marta R. Thompson
Notary Public
My Commission Expires on 5/21/15

**Legal Description for
IDAHO POWER COMPANY**
Work Order No. 27384457
Parcel No. RPK0000045007B
City of Ketchum

**Township 4 North, Range 18 East, Boise Meridian
Section 18, Ketchum, Blaine County, Idaho**

Two Parcels of land lying within the West 75 feet of Lots 7 & 8, Block 45, Village of Ketchum, as shown on Instrument No. 610578, records of Blaine County, more particularly described as follows:

AREA 1

Beginning at a 1/2" rebar, by P.L.S. 13260, marking the southerly corner of the West 75 Feet of Lots 7 & 8, Block 45, Village of Ketchum which bears South 44°25'32" East, 110.04 feet from a 5/8" rebar, by P.L.S. 13260, marking the westerly corner of said lot, said 1/2" rebar being the **POINT OF BEGINNING**;

thence North 44°25'32" West, 20.00 feet;

thence North 45°36'50" East, 30.00 feet;

thence South 44°25'32" East, 20.00;

thence South 45°36'50" West, 30.00 feet to the **POINT OF BEGINNING**;

AREA 2

Beginning at a 1/2" rebar, by P.L.S. 13260, marking the northerly corner of the West 75 Feet of Lots 7 & 8, Block 45, Village of Ketchum which bears North 45°36'42" East, 75.05 feet from a 5/8" rebar, by P.L.S. 13260, marking the westerly corner of said lot, said 1/2" rebar being the **POINT OF BEGINNING**;

thence South 44°25'11" East, 12.00 feet;

thence South 45°36'42" West, 8.00 feet;

thence North 44°25'11" West, 12.00;

thence North 45°36'42" East, 8.00 feet to the **POINT OF BEGINNING**;

See Exhibit map, Page 2 of 2



FIFTH STREET

(60' PUBLIC R.O.W.)

N45°36'42"E 75.05'
BASIS OF BEARINGS

N45°36'42"E
8.00'

AREA 2
P.O.B.

N44°25'11"W
12.00'

S44°25'11"E
12.00'

S45°36'42"W
8.00' **AREA 2**

S44°25'32"E 110.04'
ALLEY

**WEST 75 FEET of LOTS
7 & 8, BLOCK 45**
(PARCEL NO. RPK0000045007B)
CITY OF KETCHUM

EAST 75 FEET of LOTS
7 & 8, BLOCK 45

AREA 1

N45°36'50"E
30.00'

N44°25'32"W
20.00'

S44°25'32"E
20.00'

S45°36'50"W
30.00'

AREA 1
P.O.B.

LOT 6



LEGEND

- Idaho Power Easement
- Adjoining Property Line
- Found 5/8" Rebar, PLS 13260
- Found 1/2" Rebar, PLS 13260
- Calculated Point (No Monument Set)
- Bollard
- Power Box
- P.O.B. Point of Beginning



SCALE: 1"=20'

REUSE OF DRAWINGS
These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

Galena Engineering Inc.

Civil Engineers & Land Surveyors
880 Second Avenue North
P.O. Box 426
Ketchum, Idaho 83340
(208) 726-4788
(208) 726-4788 fax
email galena@galena-engineering.com

AN EXHIBIT MAP SHOWING
THE WEST 75 FT OF LOTS 7 & 8, BLK 45, KETCHUM TOWNSITE
WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR IDAHO POWER-W.O. 27364457

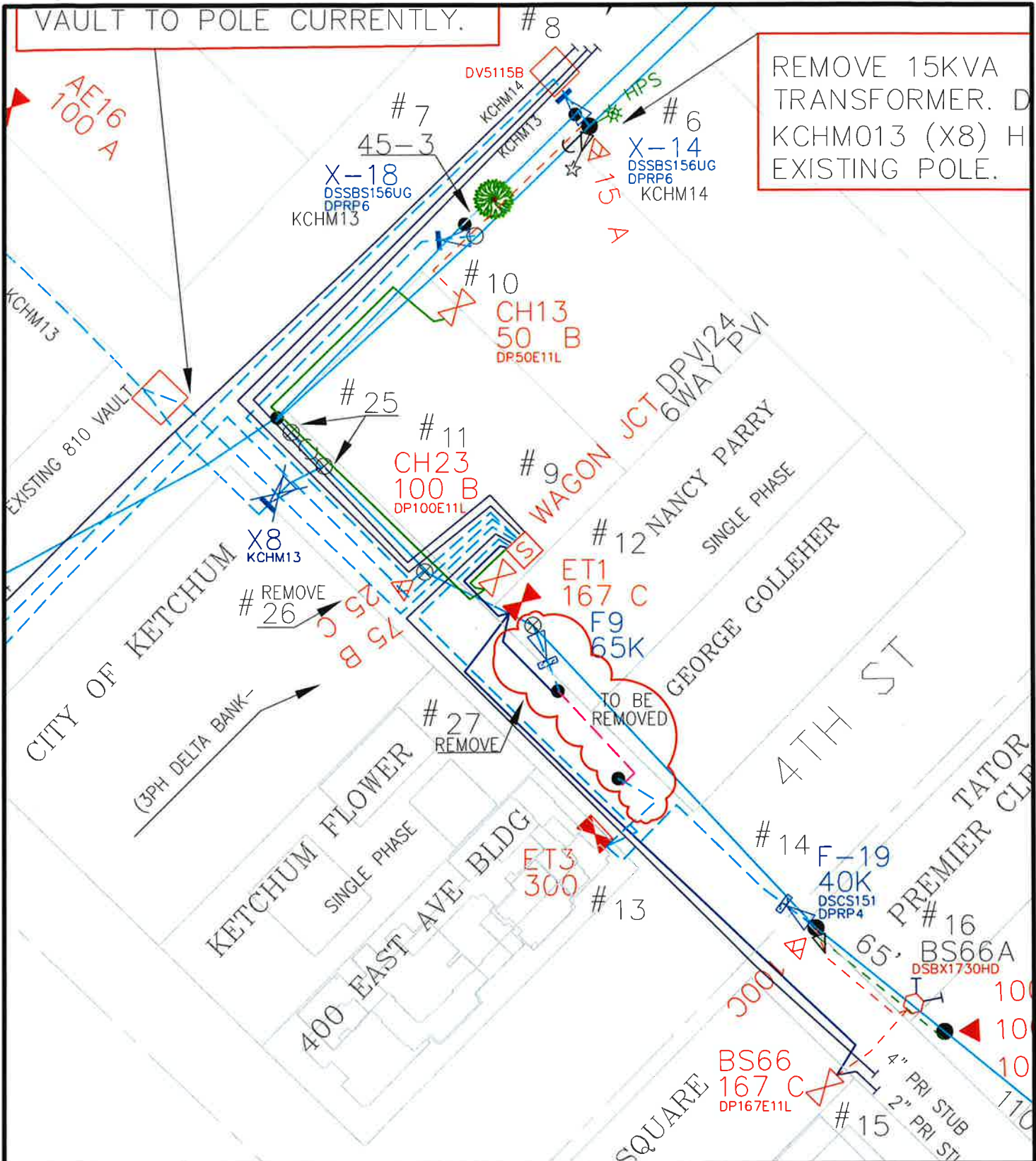
PROJECT INFORMATION

P:\ndakpro\1315-94.01\dwg\Boundary-Plot\1315-94-1 IPCO exhibit.dwg 8/12/2013 3:14:55 PM MDT

SHT 2 OF 2

VAULT TO POLE CURRENTLY.

REMOVE 15KVA TRANSFORMER. D KCHM013 (X8) H EXISTING POLE.



Work Order Number:

27384457

Detail: "B"

NO SCALE

UNDERGROUND CABLE NOTES

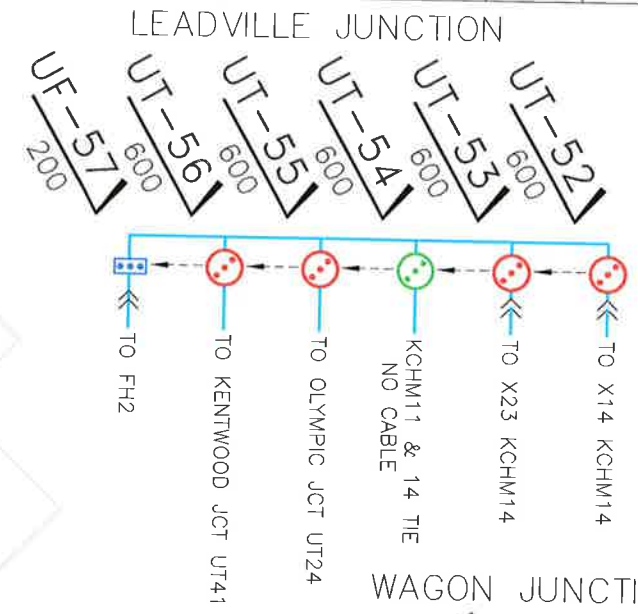
POINT NUMBER	STATION	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
PT#3	X23 TO SPARE 6"	1K-3	230	85	1-6"	85	SLURRY	
PT#5	EXCV TO EXPOSE 6"			20			SLURRY	
PT#6	X14 TO 5115 VLT	1K-3	160	60	1-6"	120	SLURRY	
PT#7	X18 TO WAGON JCT	1K-3	365	20	1-6"	60	SLURRY	
PT#8	NW 5115 VLT - WALNT			100	4"X6"	100	SLURRY	
PT#8	NW VLT TO EXC @ LDV			840	2-6"	840	SLURRY	
PT#8	NW VLT - LDVL JCT	1K-3	840	875	1-6"	670	SLURRY	
PT#9	NW 5136 VLT & SWTC							
PT#11	CH23 TO WGN JCT	1/0-B	80	50	1-2"	50	SLURRY	
PT#10	CH23 TO CH13	1/0-B	250	20	1-2"	230	SLURRY	
PT#12	WGN JCT TO ET1	1/0-C	80		1-2"	50	SLURRY	
PT#13	WGN JCT TO ET3	1/0-3	250	30	1-4"	200	SLURRY	
PT#14	ET3 TO F19	1/0-3	180	120	1-4"	120	SLURRY	
PT#15	ET1 TO BS11	1/0-C	300	30	1-2"	280	SLURRY	
PT#15	WGN JCT TO SP 4"			410	4"	410	SLURRY	
PT#16	BS11 TO BS11A	350TX	50	40	1-3"	40	SLURRY	
PT#16	SERV STUBS			5	2-3"	5	SLURRY	
PT#17	WGN JCT TO FH1	1/0-3	680	80	1-4"	650	SLURRY	

EXISTING IPCO STREET LIGHTS ON POLES TO BE REMOVED WILL BE REMOVED ON A SEPERATE WORK ORDER.

EXCAVATE & EXPOSE EXISTING VACANT 6" CONDUIT MID-RUN AND EXTEND TO NEW PVI SWITCHGEAR. GOES FROM VAULT TO POLE CURRENTLY.

REMOVE 15KVA TRANSFORMER. DEADEND KCHM013 (X8) HERE ON EXISTING POLE.

**IN AND OUT OF
1-6" CONDUIT TO
1-6" CONDUIT TO
1-4" CONDUIT TO
1-4" CONDUIT TO
THE COURTYARD
1-6" CONDUIT TO
KCHM13 OVER KN
1-4" CONDUIT TO
1-4" CONDUIT TO
2-2" CONDUITS;



WAGON JUNCTION



No Avian Protection Restriction



Job Title:
CITY OF KETCHUM -INSTALL UNDERGROUND CONDUIT SYSTEM, VAULTS AND PADS. INSTALL NEW PRIMARY CABLE, SWITCHGEAR, TRANSFORMERS AND REMOVE OVERHEAD FACILITIES.

Feeder Map file Name: **KCHM1301**

Qua	Twn	Rng	Sec	Mer
1	04N	18E	18	BM
State ID	County BLAINE			

TIMES SCALE

Recording Requested By and
When Recorded Return to:

City of Ketchum
P.O. Box 2315
480 East Ave. N.
Ketchum, ID 83340

For Recording Purposes Do
Not Write Above This Line

EASEMENT AGREEMENT 22780

This Easement Agreement (“Agreement”) is entered into this ____ day of _____, 2022, between the City of Ketchum, Blaine County, Idaho (“Grantor”), whose address is 191 5th Street West, Ketchum, ID 83340, and Idaho Power Company, a Corporation, with its principal office located a 1221 W Idaho Street, Boise Idaho, 83702, its licensees, successors, and assigns, (collectively “Grantee”).

WHEREAS, the City is empowered by Idaho Code § 50-314 to regulate and control all encroachments upon and into all sidewalks, streets, avenues, alleys and city owned properties within its corporate boundaries; and

WHEREAS, the City is empowered by Idaho Code §§67-6501 *et seq.* and Titles 15 and 17 of the Ketchum City Code to regulate the zoning and construction of structures within the City; and

WHEREAS, the City has approved a building to be constructed at 480 East Avenue that requires the release of Easement Instrument Number 613194 entered into between the Grantor and the Grantee on August 29, 2013; and

WHEREAS, the City and Idaho Power are establishing a new easement in place of Easement Instrument Number 613194 to relocate a transformer that currently serves 580 East 5th Street that is currently located on city property and must be relocated due to the development at 480 East Avenue; and

WHEREAS, the parties hereby agree to enter into a temporary easement subject to the terms and conditions of this Agreement by granting the Grantee a temporary easement upon the Grantor’s property, until such time as the property at 580 East 5th Street redevelops at which time the easement will terminate and the transformer to service the property at 580 East 5th Street will be located on that property subject to the terms and conditions of this Agreement; and

WHEREAS, the City is approving Encroachment Agreement 22781 permitting the equipment and facilities to be located on city right-of way and property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein

contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys without warranty unto the Grantee its successors and assigns, a temporary easement at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Facilities: Underground electrical power line or lines and related facilities and equipment, 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 (all the above collectively being referred to as the "Facilities") together with the right to permit the attachment or placement of the wires, fixtures, cables and conduits of other companies or parties (all the same being included within the definition of "Facilities", on over, through, under and across the following premises belonging to Grantor in Blaine County, State of Idaho in the location described below.

Grantee is hereby also granted the right of ingress and egress over Grantor's 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.

2. Location of Easement. The location of the temporary easement granted herein is shown and described in Exhibit A and further identified Attachment B, Work Order 27604033.

3. Grantor shall not alter the grade or elevation of the land within the easement existing on the date hereof through excavation, grading, installation of berms or other activities without the prior written approval of Grantee. Grantor shall not place or build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing.

4. Termination of Easement. This easement shall be terminated upon the redevelopment of the property located at 580 East 5th Street further described as Ketchum Lots E 75' of 7 & 8 Block 45 consisting of 8,258 square feet. Facilities to serve the property at 580 East 5th Street shall be relocated to that property by Grantee.

5. Removal of Equipment. Upon termination of this easement, Grantee shall remove all Facilities from the easement and Grantee's property.

5. Binding Effect. While the easement is in effect, the terms of this Agreement shall be a covenant binding and effective upon all parties and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

6. Recording. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

7. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.

8. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.

9. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

By: _____
Cheryl Bennett, Idaho Power

By: _____
Neil Bradshaw, Mayor

STATE OF _____,)
) ss.
County of _____.

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Cheryl Bennett, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ___ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT A

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

Legal Description for an Idaho Power Easement

**Section 18, Township 4 North, Range 18 East
Boise Meridian, City of Ketchum, Blaine County, Idaho**

A legal description for a parcel of land situated within The West Half of Lots 5 & 6, Block 46, Ketchum Townsite; more particularly described as follows:

Commencing at the southeast corner of The West Half Lots 5 & 6, Block 46, Ketchum Townsite, marked by a 5/8" Rebar by LS16670, from which a 5/8" Rebar by LS16670, marking the southwest corner of said West Half Lots of 5 & 6 lies S45°36'29"W, 75.05 feet distant, and said southeast corner being the TRUE POINT OF BEGINNING;

Thence S45°36'29"W, 10.00 feet, along the southerly boundary of the West Half of Lots 5 & 6, to a point;

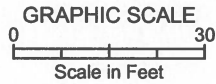
Thence N44°23'11"W, 10.00 feet, being parallel and 10.00 feet westerly of the eastern boundary of the West Half of Lots 5 & 6, to a point;

Thence N45°36'29"E, 10.00 feet, being parallel to and 10.00 feet northerly of said southerly boundary of the West Half of Lots 5 & 6, to a point that lies along the eastern boundary of the West Half of Lots 5 & 6;

Thence S44°23'11"E, 10.00 feet, along the eastern boundary of the West Half of Lots 5 & 6, to the TRUE POINT OF BEGINNING, containing 100 Sq. Ft., more or less, as determined by computer methods.

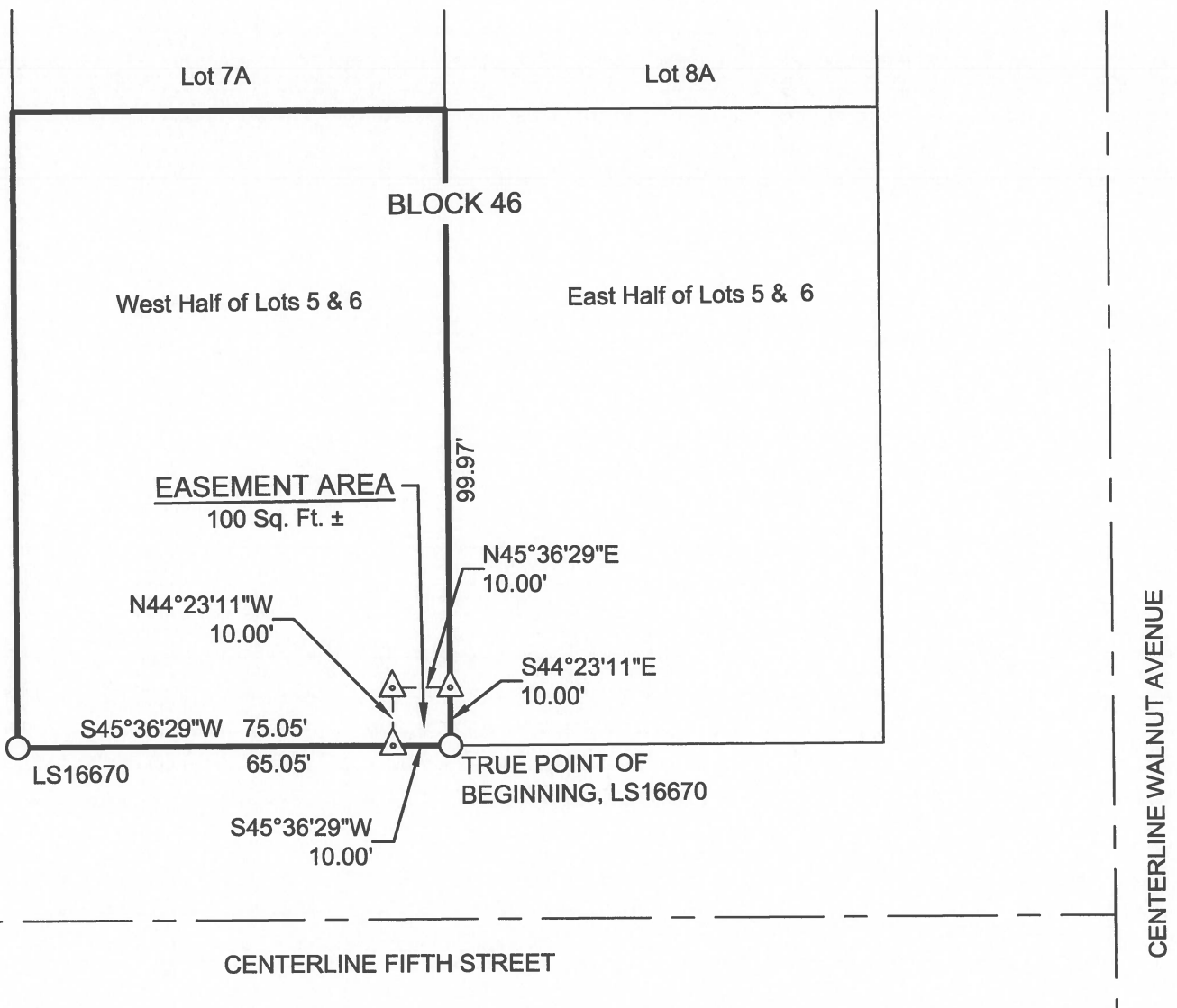


EXHIBIT A



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- Easement
- Calculated Point, Not Set
- Found 5/8" Rebar, P.L.S. 16670



REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc..

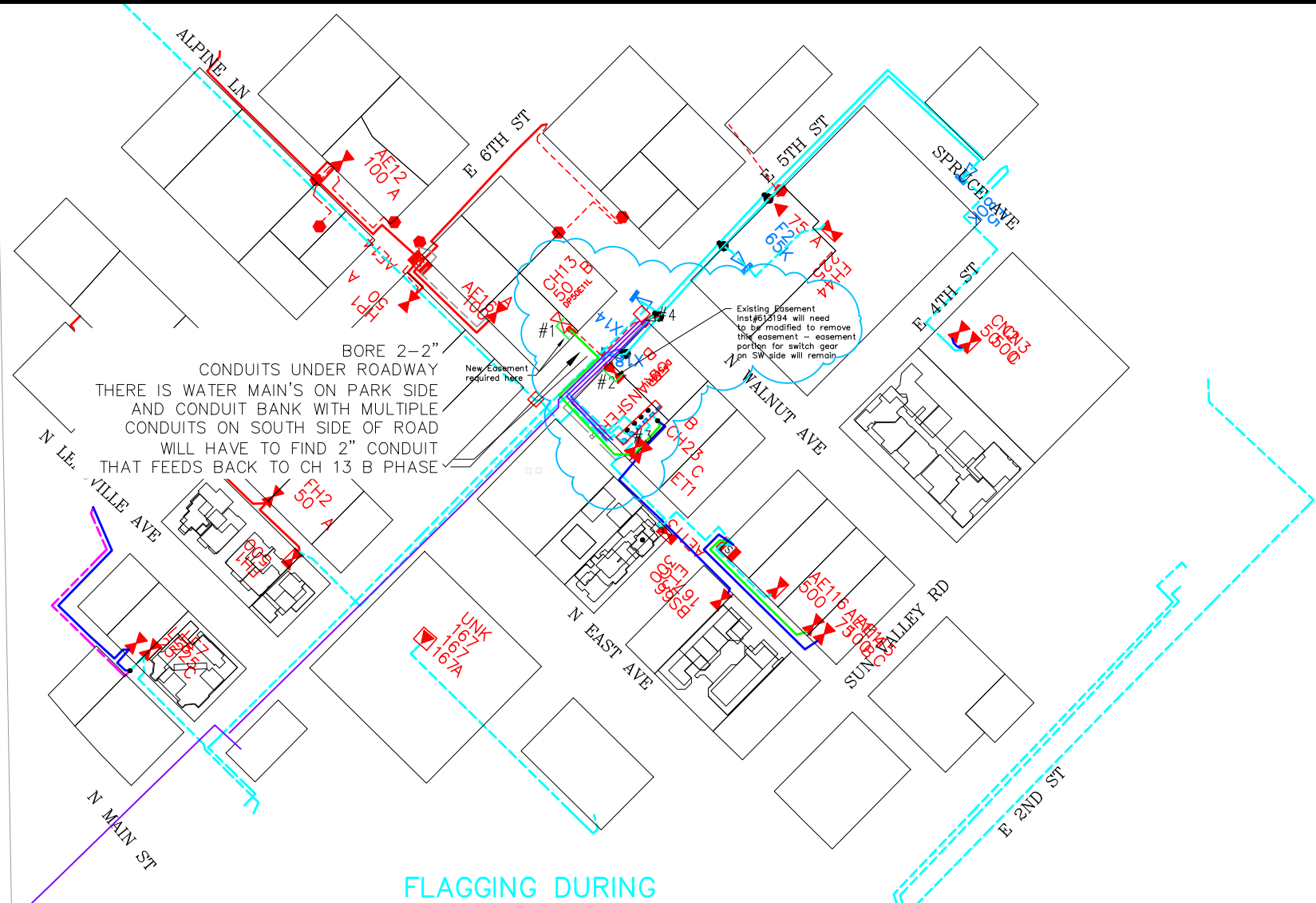
Galena Engineering Inc.	Civil Engineers & Land Surveyors 317 N. River Street Halley, Idaho 83333 (208) 788-1705 (208) 788-4612 fax email galena@galena-engineering.com	AN EXHIBIT MAP SHOWING AN IDAHO POWER EASEMENT WITHIN S 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR THE CITY OF KETCHUM	EXHIB
	PROJECT INFORMATION P:\sdsproj\8060\dwg\Boundary-Plat\8060 Idaho Power Easement.dwg 05/31/22 4:39:48 PM		

ATTACHMENT B

60" AVIAN CONSTRUCTION



PT#1: INSTALL PADBOX AND TRANSFER CH13 50KVA TO THIS LOCATION
 BORE UNDER ROAD WITH 2" PRIMARY AND 2" SERVICE CONDUIT AND BREAK INTO EXISTING CONDUIT
 PULL EXISTING CONDUCTOR OUT AND PULL NEW IN
 BLUEBIRD CUSTOMER RESPONSIBLE FOR ANY ASPHALT REPLACEMENT
 PT#2: REMOVE DEVICE, BREAK INTO EXISTING CONDUIT, IN SLURRY CONDUIT BANK FOR PRIMARY BACK TO CH23 AND SERVICE TO SECONDARY POLE TO EAST WITH X14 ON IT TO REFED DUPLEX
 PT#3: RETERMINATE 1/0 CONDUCTOR
 PT#4: RETERMINATE 4/0 TO OH SERVICE



FLAGGING DURING BORE AND ROAD WORK

UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	CH23		DCP10	1/0-B	263	256	DDB2	2	256	-	-
4			D3SC40	4/0TxS	179	154	DDB3S	3	154	-	-



SWPP:-----



Customer: _____

Date: _____

Job Title: **BLUEBIRD VILLAGE - 480 N EAST AVE/KET RELOCATION OF PDMT XFMR**

Additional Description: **INSTALL TRANSFORMER ACROSS ROAD FOR EXISTING HOUSE, SO NEW**

Additional Description: **CONSTRUCTION CAN COMMENCE -**

Feeder Map File Name: -----				
Qua	Twn	Rng	Sec	BM
-----	-----	-----	-----	BM
State ID	County Blaine			

Surveyed or GPS: -----
 Joint Use Attachment: -----
 Pre-Built Date: -----
 Built as Designed: -----
 Construction Date: -----
 Operating Voltage: -----



FDR By: -----
 Date: -----
 ArcFM By: -----
 Date: -----

Designer: **CLP8023**
 Design No: **0000157070**
 Work Order No: **27604033**

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22781

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of underground power conduit and conductors in the 5th Street right-of-way. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the street, sidewalk, curb, and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install underground power infrastructure identified in Exhibit "A" within the public right-of-way on 5th Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or

proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in the future ("Franchise Agreement"), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

OWNER:

CITY OF KETCHUM:

By: _____

By: _____
Neil Bradshaw
Its: Mayor

STATE OF _____,)
County of _____,) ss.
_____)

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
County of Blaine) ss.
_____)

On this ___ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

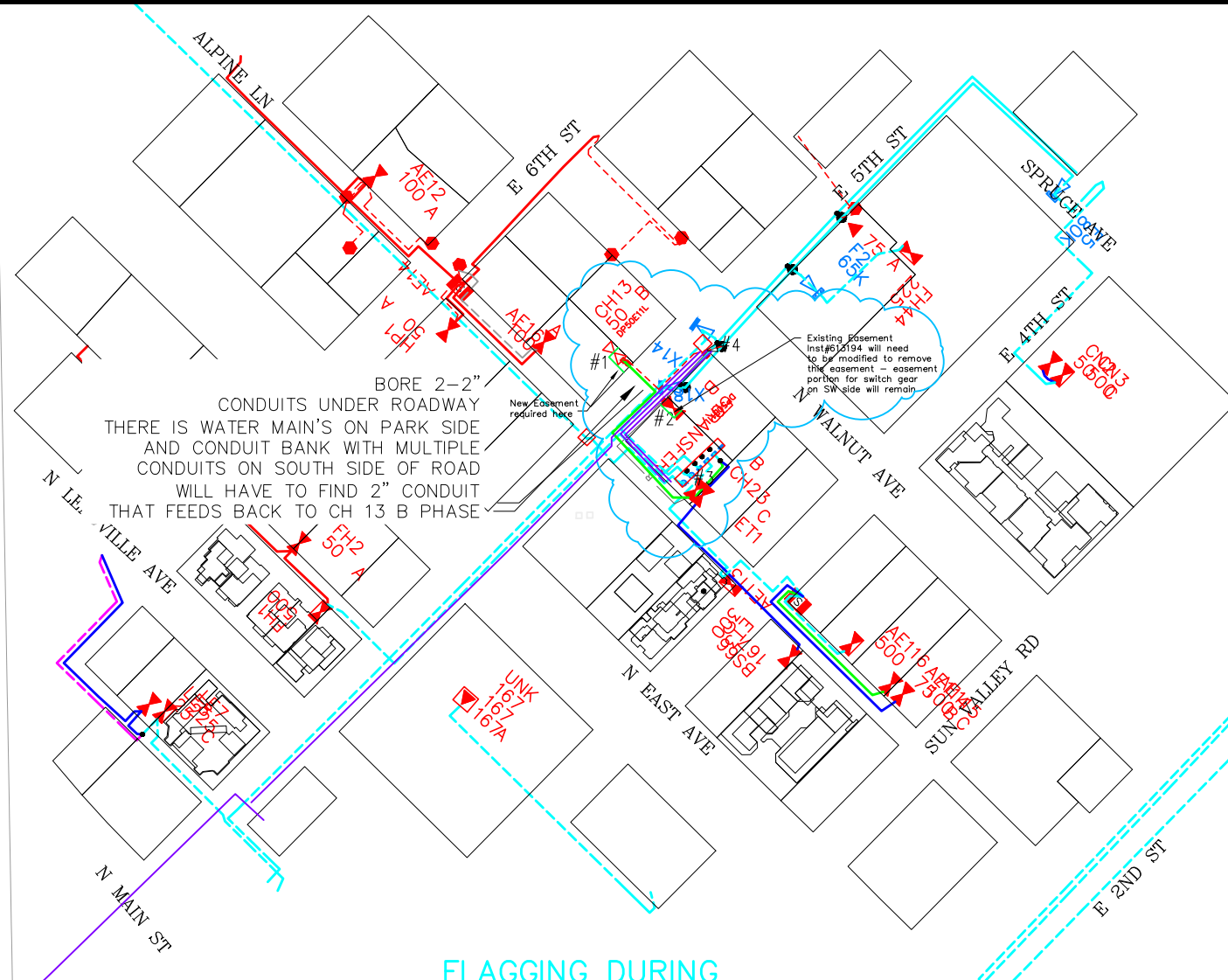
Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"

60" AVIAN CONSTRUCTION



PT#1: INSTALL PADBOX AND TRANSFER CH13 50KVA TO THIS LOCATION
 BORE UNDER ROAD WITH 2" PRIMARY AND 2" SERVICE CONDUIT AND BREAK INTO EXISTING CONDUIT
 PULL EXISTING CONDUCTOR OUT AND PULL NEW IN
 BLUEBIRD CUSTOMER RESPONSIBLE FOR ANY ASPHALT REPLACEMENT
 PT#2: REMOVE DEVICE, BREAK INTO EXISTING CONDUIT, IN SLURRY CONDUIT BANK FOR PRIMARY BACK TO CH23 AND SERVICE TO SECONDARY POLE TO EAST WITH X14 ON IT TO REFED DUPLEX
 PT#3: RETERMINATE 1/0 CONDUCTOR
 PT#4: RETERMINATE 4/0 TO OH SERVICE



BORE 2-2" CONDUITS UNDER ROADWAY
 THERE IS WATER MAIN'S ON PARK SIDE AND CONDUIT BANK WITH MULTIPLE CONDUITS ON SOUTH SIDE OF ROAD
 WILL HAVE TO FIND 2" CONDUIT THAT FEEDS BACK TO CH 13 B PHASE

FLAGGING DURING BORE AND ROAD WORK

UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	CH23		DCP10	1/0-B	263	256	DDB2	2	256	-	-
4			D3SC40	4/0TxS	179	154	DDB3S	3	154	-	-



SWPP: ---

TIMES SCALE 0 1 2 3 4 Customer: _____ Date: _____

Job Title: BLUEBIRD VILLAGE - 480 N EAST AVE/KET RELOCATION OF PDMT XFMR
 Additional Description: INSTALL TRANSFORMER ACROSS ROAD FOR EXISTING HOUSE, SO NEW CONSTRUCTION CAN COMMENCE -

Feeder Map File Name: ---

Qua --- Twn --- Rng --- Sec --- BM
 State ID --- County Blaine

Surveyed or GPS: ---
 Joint Use Attachment: ---
 Pre-Built Date: ---
 Built as Designed: ---
 Construction Date: ---
 Operating Voltage: ---

FDR By: ---
 Date: ---
 ArcFM By: ---
 Date: ---

Designer: CLP8023
 Design No: 0000157070
 Work Order No: 27604033

Recording Requested By and
When Recorded Return to:

City of Ketchum
P.O. Box 2315
191 5th Street
Ketchum, ID 83340

For Recording Purposes Do
Not Write Above This Line

EASEMENT AGREEMENT 22782

This Easement Agreement (“Agreement”) is entered into this ____ day of _____, 2022, between the City of Ketchum, Blaine County, Idaho (“Grantor”), whose address is 191 5th Street West, Ketchum, ID 83340, and Idaho Power Company, a Corporation, with its principal office located a 1221 W Idaho Street, Boise Idaho, 83702, its licensees, successors, and assigns, (collectively “Grantee”).

WHEREAS, the City is empowered by Idaho Code § 50-314 to regulate and control all encroachments upon and into all sidewalks, streets, avenues, alleys and city owned properties within its corporate boundaries; and

WHEREAS, the City is empowered by Idaho Code §§67-6501 *et seq.* and Titles 15 and 17 of the Ketchum City Code to regulate the zoning and construction of structures within the City; and

WHEREAS, the City has approved a building to be constructed at 480 East Avenue that requires the release of Easement Instrument Number 613194 entered into between the Grantor and the Grantee on August 29, 2013; and

WHEREAS, the City and Idaho Power are establishing a new easement in place of Easement Instrument Number 613194 for the City owned property at 480 East Avenue and further described in Attachment A; and

WHEREAS, the parties hereby agree to enter into the following easement agreement to grant the Grantee an easement upon the Grantor’s property, subject to the terms and conditions of this Agreement; and

WHEREAS, the City is approving Encroachment Agreement 22783 permitting the equipment and facilities to be located on city right-of way and property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys without warranty unto the Grantee its successors and assigns, a permanent easement at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Underground Facilities: Underground electrical power line or lines and related facilities and equipment, 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 (all the above collectively being referred to as the "Facilities") together with the right to permit the attachment or placement of the wires, fixtures, cables and conduits of other companies or parties (all the same being included within the definition of "Facilities", on over, through, under and across the following premises belonging to Grantor in Blaine County, State of Idaho in the location described below.

Grantee is hereby also granted the right of ingress and egress over Grantor's 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.

2. Location of Easement The location of the easement granted herein is shown as Area 1 in Exhibit A and described as follows:

Beginning at a ½" rebar, by P.L.S. 13260, marking the southerly corner of the West 75 feet of Lots 7 & 8, Block 45, Village of KETCHUM WHICH BEARS South 44 degrees 25' 32" East,, 110.04 feet from a 5/8" rebar, by P.L.S. 13260, marking the westerly corner of said lot, said ½" rebar being the POINT OF BEGINNING;

thence North 44 degrees 25' 32" West, 20.00 feet;

thence North 45 degrees 36' 50" East, 30.00 feet;

thence South 44 degrees 25' 32" East, 20.00 feet

thence South 45 degrees, 36' 50" West, 30.00 feet to the POINT OF BEGINNING

3. Grantor shall not alter the grade or elevation of the land within the easement existing on the date hereof through excavation, grading, installation of berms or other activities without the prior written approval of Grantee. Grantor shall not place or build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing.

4. Termination of Easement. This easement will be terminated upon the termination of the Encroachment Agreement referenced above. ,

5. Binding Effect. The terms of this Agreement shall be a covenant binding and effective upon all parties, and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

6. Recording. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

7. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.

8. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.

9. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

By: _____
Cheryl Bennett, Idaho Power

By: _____
Neil Bradshaw, Mayor

STATE OF _____,)
) ss.
County of _____.

On this ____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Cheryl Bennett, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ___ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT A

FIFTH STREET
(60' PUBLIC R.O.W.)
N45°36'42"E 75.05'
BASIS OF BEARINGS

N45°36'42"E
8.00'
AREA 2
P.O.B.

N44°25'11"W
12.00'

S44°25'11"E
12.00'

S45°36'42"W
8.00' AREA 2

Not A PART

WEST 75 FEET of LOTS
7 & 8, BLOCK 45
(PARCEL NO. RPK0000045007B)
CITY OF KETCHUM

S44°25'32"E 110.04'

ALLEY

EAST 75 FEET of LOTS
7 & 8, BLOCK 45

AREA 1

N45°36'50"E
30.00'

N44°25'32"W
20.00'

S44°25'32"E
20.00'

S45°36'50"W
30.00'

PB

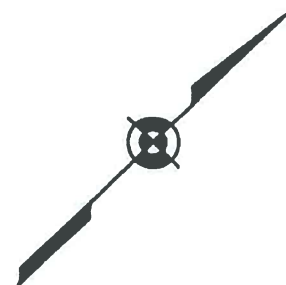
AREA 1
P.O.B.

LOT 6



LEGEND

- Idaho Power Easement
- Adjoining Property Line
- Found 5/8" Rebar, PLS 13260
- Found 1/2" Rebar, PLS 13260
- Calculated Point (No Monument Set)
- Bollard
- Power Box
- P.O.B. Point of Beginning



SCALE: 1"=20'

REUSE OF DRAWINGS
These drawings or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

Galena Engineering Inc.
Civil Engineers & Land Surveyors
680 Second Avenue North
P.O. Box 426
Erickson, Idaho 83340
(208) 786-4750
(208) 786-4753 fax
email galena@galena-engineering.com

AN EXHIBIT MAP SHOWING
THE WEST 75 FT OF LOTS 7 & 8, BLK 45, KETCHUM TOWNSITE
WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR IDAHO POWER-W.O. 27384457

PROJECT INFORMATION
P:\adslpro\1318-04.01\dwg\Boundary-Plot\1318-04-1 IPCO exhibit.dwg 8/12/2013 3:14:55 PM MDT SHT 2 OF 2