



City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Modified Easement 22780 with Idaho Power for Little Park

Recommendation and Summary

Staff is recommending the council authorize the Mayor to sign revised Easement 22780 with Idaho Power and adopt the following motion:

I move to approve Modified Easement 22780

The reasons for the recommendation are as follows:

- The City Council approved Easement 22780 with Idaho Power on August 1, 2022, for equipment placed in Little Park. Idaho Power has requested the easement be modified according to their easement format.

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 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.

The Council approved Easement 22780 on August 1, 2022, and subsequent to that approval, Idaho Power requested the easement be converted into their easement format. The terms of the easement remain the same.

Financial Impact

There is no financial impact.

Attachment: Modified Easement 22780

PLEASE RETURN TO:

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

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 public right of way 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 within the public right of way for the location of the Facilities, (ii) subject to consultation with Grantor, 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, though, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is 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.

Provided, however, that the easement granted herein shall not permit Grantee to extend any facilities to property not owned by Grantor excepting service provided to Blaine County Parcel RPK0000045007A, commonly known as 580 E 5th St, Ketchum, ID 83340.

Upon redevelopment of Blaine County Parcel RPK0000045007A, commonly known as 580 E 5th St, Ketchum, ID 83340, and upon request by Grantor, Grantee will remove and relocate the Facilities, at no cost to Grantee, from the Easement Area to an acceptable location as determined by Grantee on Blaine County Parcel RPK0000045007A for a new facility to serve the property. Grantee will also release this Easement in full upon the completion of the Facilities relocation.

(Signature page immediately follows)

Checked by: CJ/EK
Work Order #: 27604033

Executed and delivered this _____ day of _____, _____.

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

Corporate Verification

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____ *(Notary's Name)*, a notary public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ *(Individual's Name Including Title)* 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)

Notary Public
My Commission Expires on _____

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;

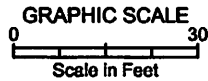
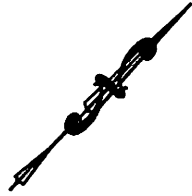
Thence N44°23'11"W, 10.00 feet, being parallel and 10.00 feet westerly of the eastern boundary of the West Half of Lots 5 & 6, to a point;

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.

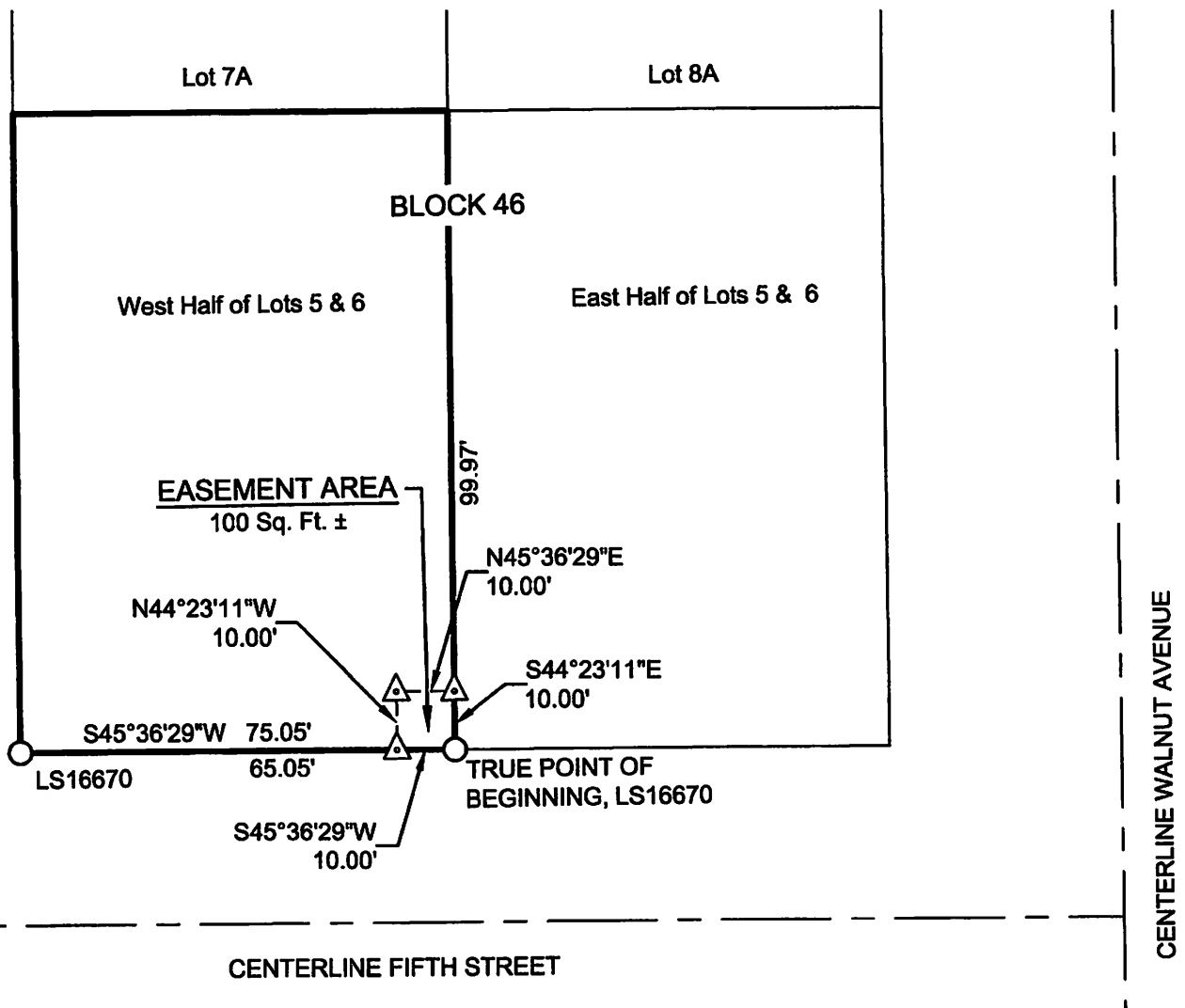


EXHIBIT A



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.

<p>Galena Engineering Inc.</p>	<p>Civil Engineers & Land Surveyors 317 N. River Street Halley, Idaho 83333 (208) 788-1705 (208) 788-4812 fax email galena@galena-engineering.com</p>	<p>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</p> <p>PROJECT INFORMATION P:\sdsproj\18060\dwg\Boundary-Plat\18060 Idaho Power Easement.dwg 05/31/22 4:39:48 PM</p>	<p>EXHIB</p>
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