

**CLEARWATER POWER COMPANY**  
**Lewiston, Idaho 83501**

**POLICY BULLETIN NO. 93**

**SUBJECT:** Rights-of-Way

**POLICY:**

Wherever possible, the electric lines of the Cooperative will be constructed on private right-of-way pursuant to easements granted by landowners, rather than upon highways or other public right-of-way, which will make the costs of relocating such electric lines an obligation of the authority requiring the relocation rather than burdening the Members with such costs.

Every reasonable method shall be employed to obtain: easements from private landowners; permits from public bodies for the use of streets, roads, and highways; crossing agreements with railroads; and joint-use agreements with utility and telephone companies with respect to moving or attaching to their lines.

Right-of-way easements shall be obtained from landowners on an approved standard Right-of-Way Easement form in such form as is attached to and made a part of this policy.

All Right-of-Way easements shall be recorded in the proper county for recording.

The General Manager and the Cooperative's Attorney shall follow the procedure for obtaining adequate rights-of-way as recommended from time to time by the Rural Utilities Service (RUS) in Bulletin 20-3 or any revisions thereof.

**RESPONSIBILITY:**

Attorney, General Manager, Manager of Engineering, and Manager of Operations

**PROCEDURE:**

Right-of-Way Easement – In cases where new transmission or distribution line is to be constructed, the Cooperative will request each prospective Member, who is also a landowner, to execute an easement on the adopted easement form, granting the right to enter upon his real property as described in the easement and to construct, reconstruct, rephase, repair, operate and maintain an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Each prospective Member will also be requested to secure to, and for, the Cooperative, all necessary and convenient rights-of-way from adjacent property owners upon whose land it may be necessary to locate the lines to serve such Member.

Any fees the Cooperative may be charged for rights-of-way and permits, shall be paid by the prospective Member, in addition to other line extension costs.

In the interest of good public relations, the Cooperative will discuss the plans for location, additions to, and relocation of the poles and anchors of the line with each landowner and tenant and obtain a consent to use the proposed method, always bearing in mind that any unreasonable demands, which in any way, could create excessive costs or indicate preferential treatment will be discriminatory to the other Members.

Right-of-Way Clearing – In cases where new distribution line is to be constructed, the prospective Member(s) will be required to furnish the necessary labor and equipment to clear the brush and trees from the right-of-way extending only from the existing lines of the Cooperative and in accordance with the Cooperative's requirements. After the original right-of-way clearing has been done, the Cooperative will maintain the right-of-way in accordance with the Cooperative's specifications as a part of its planned maintenance program at no additional cost to the Member(s). The Cooperative will clear all rights-of-way for the construction of transmission lines.

Access to Premises – Duly authorized representatives of the Cooperative shall have the right to ingress and egress of the premises of the Member at all reasonable times for the purpose of: maintaining and repairing the lines; reading, testing, inspecting, repairing, replacing or removing its meters or other property; inspecting the Member's installation; or for the purpose of removing its property upon the termination of a contract or upon discontinuance of service for whatever cause.

**SOURCE:** Adopted by Board Resolution – November 13, 1961.  
Amended in part – August 22, 1984; March 21, 1990; October 24, 2007.  
Board Reviewed – May 27, 2009; June 19, 2013.

## RIGHT-OF-WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that, \_\_\_\_\_

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto CLEARWATER POWER COMPANY, a cooperative corporation, whose location is 4230 Hatwai Road, Lewiston, Idaho and to its successors or assigns, a perpetual easement with the right to enter upon all that certain real property, situate in the County of \_\_\_\_\_, State of \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, Section \_\_\_\_\_, and more particularly described as follows:  
**(Attach or Enter Complete Legal Description)**

and to construct, reconstruct, rephase, repair, operate and maintain on the above-described lands and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system; and to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within \_\_\_\_\_ feet of the center line or to the extent necessary to keep them clear of said electric line or system; and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, to keep said easement area clear of all buildings, structures or other obstructions, or if any or all of said system is placed underground that areas over buried vaults and cables shall remain free and clear of structures, trees, shrubbery and any other physical encumbrances and that free access to all buried facilities will be allowed.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(L.S.) \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
(L.S.) \_\_\_\_\_ (L.S.)

STATE OF \_\_\_\_\_ County of \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_ appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_ therein  
Notary Expires \_\_\_\_\_  
(CPC filing use only) Map Pg Ref.# \_\_\_\_\_ WO# \_\_\_\_\_  
Service Map Loc \_\_\_\_\_  
Pole # \_\_\_\_\_

### INSTRUCTIONS: **PLEASE READ CAREFULLY**

1. Legal property owners must be named in first paragraph, including marital status. (Examples below:)
  - a. John Doe and Jane Doe, husband and wife.
  - b. John Doe, a married man dealing in his sole and separate property.
  - c. Jane Doe, a widow.
  - d. John Doe, a single man.
2. Legal description must read the same as the recorded deed, Photocopy may be attached.
3. Legal property owners must sign in ink, on line(s) marked **"(L.S.)"**.
4. Wife must sign with given name.
5. All partners must sign for partnership property.
6. **All** signatures must be notarized.
7. Easements by corporations, heirs of a deceased owner, and by a power of attorney are special and instructions should be obtained at Clearwater Power Company, P.O. Box 997, Lewiston, ID 83501, (208) 743-1501.

**CORPORATE RESOLUTION FOR GRANTING EASEMENT**

The Board of Directors of \_\_\_\_\_, a  
\_\_\_\_\_ Corporation, having duly met in accordance with the bylaws of the Corporation and  
under the laws of the State of \_\_\_\_\_; and

Said Corporation, acting by vote in accordance with the bylaws of the corporation, do hereby perform the  
following act:

RESOLVED: That \_\_\_\_\_, is hereby authorized by the  
Corporation as its agent in fact, to execute and deliver to Clearwater Power Company, a cooperative corporation, a right-  
of-way easement over and upon all that certain real property, situate in the County of \_\_\_\_\_,  
State of \_\_\_\_\_, and more particularly described as follows:

All in accordance with that certain Right of Way Easement, a copy of which is attached hereto and incorporated herein  
by reference as Exhibit "A."

The granting of said Right of Way Easement is hereby confirmed, approved, authorized, and ratified by act of  
the Board of Directors of this Corporation, according to law.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary