

IDAPA RULE
 BOARD POLICY

IDAPA FEE

BOARD ACTION REQUIRED

INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Park and Recreation Quarterly Meeting
December 12, 2024
Boise, Idaho

AGENDA ITEM: Right of Way Agreement to City of McCall for Water Services
Ponderosa State Park

ACTION REQUIRED: Approve Right of Way Agreement

PRESENTER: Adam R. Zaragoza, Management Services Administrator

BACKGROUND INFORMATION:

The IDPR Development Bureau broke ground on the Kokanee Cove Development in Ponderosa State Park in early 2024. As part of the project, IDPR needed to supply sufficient fire flow to new staff housing within the park. The current park operated wells did not supply enough pressure. Because there is an existing City water service within the park, staff has been working with McCall Public Works to supply potable water to the new development, and, loop the service for future connections.

In summer of 2024, contractor availability was extremely limited and working with City staff, IDPR and its Contractor proceeded at risk with constructing the water line. This was advantageous for IDPR because the contractor and its limited resources may not have constructed the water line until 2025. This also benefitted the surveyors because we have the location of where the water line was installed, and the legal description reflects the actual location.

It is the intent that all potable water systems within Ponderosa State Park be connected to the City of McCall's municipal system. Campground Loops A, B and C is intended to be connected by the end of 2026. This would alleviate park staff from monthly testing, ensure our customers have suitable drinking water, and continues our excellent working partnership with the City. All water services have been tested, inspected, and ready to connect.

STAFF RECOMMENDATIONS:

Staff recommends the Board authorize the Director to sign the Right of Way Agreement to the City of McCall, for Water Services to Ponderosa State Park

Attachments:
Right of Way Agreement w/Exhibits

Right of Way Agreement

RIGHT-OF-WAY AGREEMENT
for Water Utility

THIS RIGHT-OF-WAY AGREEMENT (the “Agreement”) is made this _____ day of _____, 2024, by and between the STATE OF IDAHO, IDAHO PARK AND RECREATION BOARD through the IDAHO DEPARTMENT OF PARKS AND RECREATION, an executive agency of the State of Idaho, whose mailing address is 5657 Warm Springs Ave, Boise, Idaho 83716 (collectively the “Grantor”), and the CITY OF McCALL, a political subdivision of the State of Idaho, whose mailing address is 216 E Park Street, McCall, Idaho 83638 (the “Grantee”).

NOW, THEREFORE, the Grantor for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, and its successors and assigns, a non-exclusive easement and right-of-way for the construction, installation, continued operation, maintenance, repair, inspection, alteration, replacement, and removal of underground water pipe lines and all necessary appurtenances (collectively “water facilities”), together with the right and privilege of ingress and egress to and for the Grantee and its employees, agents, contractors, and sub-contractors, successors and assigns over, under, on, through, in, upon, and across the following described real property belonging to the Grantor and as described in attached Exhibit A-1 and depicted in its attached Exhibit B, and Exhibit A-2 and depicted in its attached Exhibit B, which are hereby incorporate into this Agreement by reference.

The foregoing grant of easement and right-of-way is further subject to the following conditions, covenants, and agreements of the parties hereto:

1. The Grantor represents that it is the fee simple owner of the real property described in Exhibits A-1 and A-2 and has the right in that property to grant this non-exclusive easement.
2. The easement and right-of-way granted herein shall encumber the described real property of the Grantor and shall be binding upon any successor or assign of the Grantor.
3. The Grantor advises, and the Grantee hereby acknowledges, that this easement is non-exclusive and subject to the easement rights of others to whom the Grantor has previously granted, or may in the future grant, easement rights within the described real property. The Grantor covenants and warrants that any prior easement granted, and future easement granted will not prevent the Grantee from reasonably exercising the rights being granted herein.
4. Any and all water facilities, which excludes the Grantor’s personal property of the water utility infrastructure beyond the Grantee’s point of control (i.e. from each meter to each place of use such as cabins, campgrounds, etc.), installed, maintained, removed or replaced by the Grantee in the easement and right-of-way shall at all times be and remain the sole personal property of the Grantee for use in its business, subject to removal by it after reasonable notice to the Grantor, and shall be deemed to be personal property and not permanently affixed to the realty so as to become fixtures.

5. The Grantee shall backfill and shape any trench made by it on said easement and right-of-way and shall return the surface, as close as possible, to its original condition, normal wear and tear excepted. The Grantee shall use caution at all times to prevent damage to the Grantor and all of the Grantor's property.
6. The Grantee shall have the right and privilege at any and all times, at its sole cost, to enter in and upon the easement and right-of-way, with reasonable notice, for the purposes to trim or cut and clear away any trees and bushes, the removal of which is necessary for the laying, construction, installation, maintenance, improvement, operation, use, inspection, repair, replacement, and removal of the water facilities, whether or not a hazard to the water facilities.
7. The Grantor shall bear no responsibility or liability for the costs of operating, inspecting, maintaining, repairing, or removing any part of the water facilities within the easement and right-of-way, as may be required from time to time.
8. In the event Grantor further develops its real property in a way that requires installation of new water utilities or the relocation of then-existing water facilities, Grantor shall be responsible for all associated costs.
9. The Grantor shall not erect or construct any buildings, fences, or other structures on the easement and right-of-way, nor plant crops, shrubs or trees (collectively "prohibited vegetation") on the easement and right-of-way, or otherwise purposefully limit the Grantee's ability to access, maintain, or operate the water facilities, or purposefully limit the Grantee's ability to exercise its right under this Agreement. Should the Grantor limit the Grantee's access rights contrary to the terms of this provision, then the Grantor shall be responsible for the cost of removal and replacement of the structure or prohibited vegetation. Should the Grantee incur a cost for the removal of any structure or prohibited vegetation in order to access its water facilities within the easement and right-of-way, then the Grantor shall reimburse the Grantee for said cost within 30 business days of the Grantee's delivery of an invoice to the Grantor for such cost incurred.
10. The Grantor shall not suffer or permit the installation of any electric, cable, sewer, gas or other utility lines, pipes, poles or other appurtenances on, over, under or across the easement and right-of-way granted hereby if such installation limits the Grantee's ability to access, maintain or operate the water facilities or in any way limits the Grantee's ability to exercise its rights under this Agreement.
11. There are no implied easements across or in any way attaching to the Grantor's real property regarding or relating to the easement and right-of-way granted herein.
12. This Agreement may be assigned only with the prior written approval of the other party and shall be binding upon the successors or assigns of the respective parties.
13. The easement and right-of-way granted herein may be released, extinguished, or abandoned only by mutual written agreement signed by the Grantee and the Grantor.

14. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may not be amended or terminated except by mutual written agreement signed by the Grantee and the Grantor. This Agreement supersedes all prior oral and written agreements or understandings with respect to the subject matter hereof.
15. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.
16. The Grantor is an agency of the State of Idaho and is provided a comprehensive liability plan through the Risk Management Program established under Idaho Code § 67-5773 *et seq.* The Grantee is a city within the State of Idaho and is provided a comprehensive liability plan through a self-insurance, pooled, or cooperative insurance program for political subdivisions of the State.
 - a. The Grantor and the Grantee shall be responsible only for the acts, omissions or negligence of the party's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code § 6-902.
 - b. Nothing in this Agreement shall extend the tort responsibility or liability of either party beyond that required by the Idaho Tort Claims Act, Idaho Code §§ 6-901 *et seq.*
 - c. Each party shall be responsible for damage to property of the other party caused by its employees in the performance of this Agreement. If a property claim or damage is not covered by the party's insurance plan or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefore.
 - d. If a claim or damage arises from more than one party's performance of this Agreement, or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.
17. No director, official, officer or employee of the parties shall be in any way liable or responsible for any covenant or agreement herein contained, nor for any statement, representation or warranty made herein or in any way connected with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the parties shall have any personal liability or responsibility hereunder, and the sole responsibility and liability for the performance of this Agreement, and all of the provisions and covenants herein contained pertaining to each party shall rest in and be vested with the Grantor and the Grantee.
18. Any and all notices, demands, consents and approvals required pursuant to this Agreement shall be delivered to the parties, as follows:

City of McCall
Attn: Water Department
216 E Park Street
McCall, ID 8338

Idaho Department of Parks and Recreation
Attn: Ponderosa State Park
PO Box 83720
Boise, ID 83720-0065

Notices shall be deemed to have been delivered upon hand deposit in the United States mail to the address provided above.

19. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

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**Cover Page to
EXHIBITS A-1 and A-2**

**Legal Descriptions and Depictions
of Easement and Right-of-Way**

October 22, 2024
Ponderosa State Park
Project No. 22-157
City of McCall Water Easement
Legal Description

Exhibit A-1

A parcel of land for a 30-foot wide City of McCall Water Easement situated in a portion of the Northwest 1/4 of Section 3, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho and being more particularly described as follows:

Commencing at the Center 1/4 corner of said Section 3, which bears S00°56'02"E a distance of 2,668.56 feet from the North 1/4 corner of said Section 3, thence following the southerly line of said Northwest 1/4 of Section 3, N89°43'19"W a distance of 1,699.82 feet to the **POINT OF BEGINNING**.

Thence following said southerly line, N89°43'19"W a distance of 30.00 feet;
Thence leaving said southerly line, N00°42'27"W a distance of 65.41 feet;
Thence N06°10'06"W a distance of 168.05 feet;
Thence N09°35'37"W a distance of 200.83 feet;
Thence N02°06'31"W a distance of 329.62 feet;
Thence 463.31 feet along the arc of a circular curve to the right, said curve having a radius of 815.00 feet, a delta angle of 32°34'18", a chord bearing of N14°10'38"E and a chord distance of 457.10 feet;
Thence N30°27'47"E a distance of 292.56 feet;
Thence 364.10 feet along the arc of a circular curve to the left, said curve having a radius of 1,085.00 feet, a delta angle of 19°13'38", a chord bearing of N20°50'58"E and a chord distance of 362.39 feet;
Thence N11°14'09"E a distance of 13.69 feet;
Thence 114.00 feet along the arc of a circular curve to the right, said curve having a radius of 315.00 feet, a delta angle of 20°44'08", a chord bearing of N21°36'13"E and a chord distance of 113.38 feet;
Thence N31°58'17"E a distance of 151.89 feet;
Thence 227.83 feet along the arc of a circular curve to the right, said curve having a radius of 480.00 feet, a delta angle of 27°11'42", a chord bearing of N45°34'08"E and a chord distance of 225.69 feet;
Thence N59°09'59"E a distance of 6.88 feet;
Thence 249.57 feet along the arc of a circular curve to the left, said curve having a radius of 350.00 feet, a delta angle of 40°51'16", a chord bearing of N38°44'21"E and a chord distance of 244.31 feet;
Thence N18°18'43"E a distance of 85.00 feet;
Thence 155.40 feet along the arc of a circular curve to the right, said curve having a radius of 670.00 feet, a delta angle of 13°17'21", a chord bearing of N24°57'23"E and a chord distance of 155.05 feet;
Thence N31°36'04"E a distance of 48.60 feet to the northerly line of said Northwest 1/4 of Section 3;
Thence following said northerly line, N89°45'12"E a distance of 35.32 feet;
Thence leaving said northerly line, S31°36'04"W a distance of 67.24 feet;
Thence 148.44 feet along the arc of a circular curve to the left, said curve having a radius of 640.00 feet, a delta angle of 13°17'21", a chord bearing of S24°57'23"W and a chord distance of 148.11 feet;
Thence S18°18'43"W a distance of 85.00 feet;
Thence 270.96 feet along the arc of a circular curve to the right, said curve having a radius of 380.00 feet, a delta angle of 40°51'16", a chord bearing of S38°44'21"W and a chord distance of 265.25 feet;
Thence S59°09'59"W a distance of 6.88 feet;

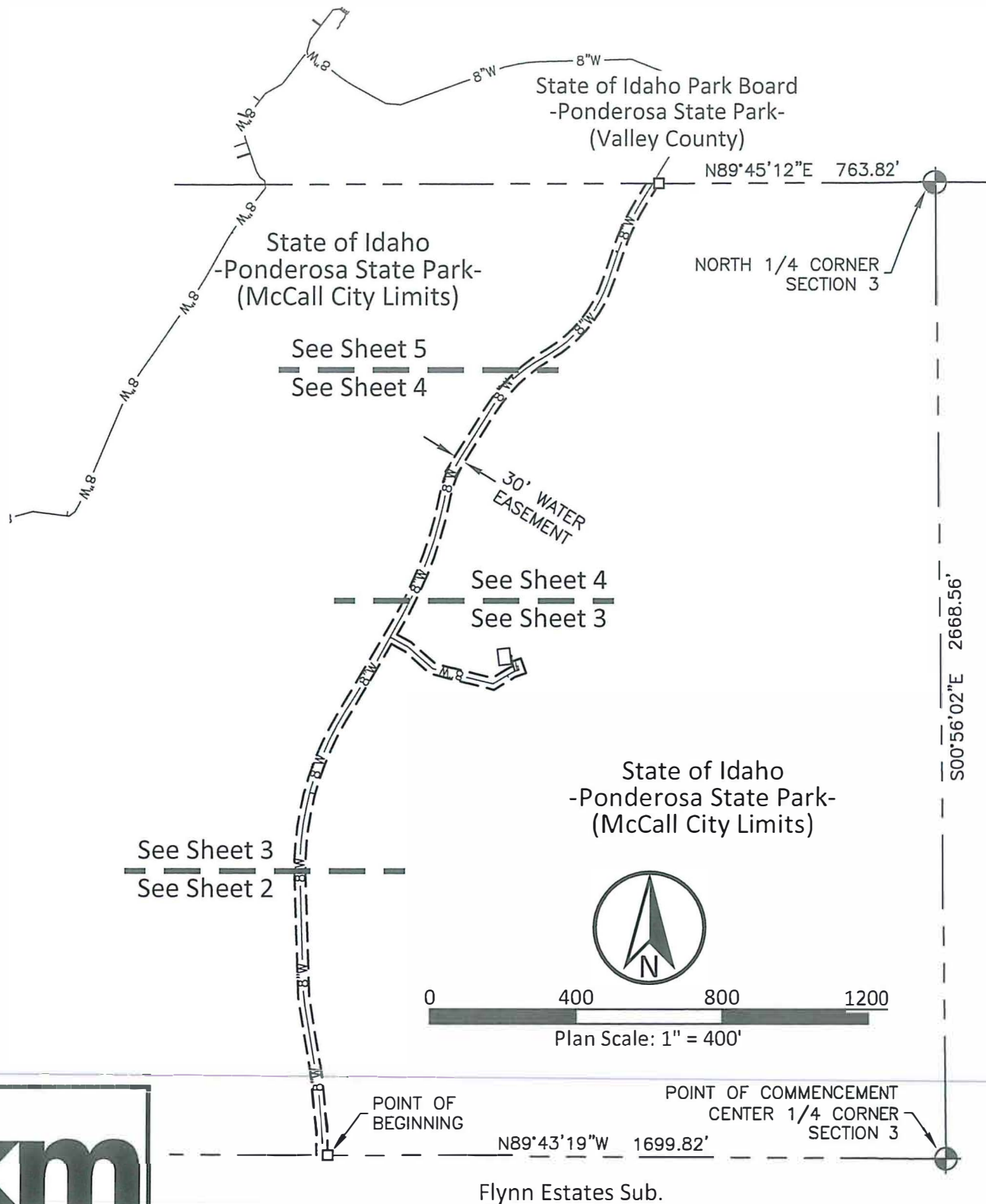
Thence 213.59 feet along the arc of a circular curve to the left, said curve having a radius of 450.00 feet, a delta angle of 27°11'42", a chord bearing of S45°34'08"W and a chord distance of 211.59 feet;
Thence S31°58'17"W a distance of 151.89 feet;
Thence 103.14 feet along the arc of a circular curve to the left, said curve having a radius of 285.00 feet, a delta angle of 20°44'08", a chord bearing of S21°36'13"W and a chord distance of 102.58 feet;
Thence S11°14'09"W a distance of 13.69 feet;
Thence 374.17 feet along the arc of a circular curve to the right, said curve having a radius of 1,115.00 feet, a delta angle of 19°13'38", a chord bearing of S20°50'58"W and a chord distance of 372.41 feet;
Thence S30°27'47"W a distance of 18.81 feet;
Thence S61°23'13"E a distance of 44.27 feet;
Thence S48°35'16"E a distance of 88.03 feet;
Thence S75°51'55"E a distance of 160.41 feet;
Thence N59°08'05"E a distance of 58.38 feet;
Thence N70°25'01"E a distance of 6.68 feet;
Thence N19°34'59"W a distance of 13.04 feet;
Thence N70°25'01"E a distance of 27.89 feet;
Thence S19°34'59"E a distance of 43.04 feet;
Thence S70°25'01"W a distance of 31.61 feet;
Thence S59°08'05"W a distance of 67.84 feet;
Thence N75°51'55"W a distance of 180.12 feet;
Thence N48°35'16"W a distance of 91.94 feet;
Thence N61°23'13"W a distance of 41.88 feet;
Thence S30°27'47"W a distance of 243.74 feet;
Thence 446.26 feet along the arc of a circular curve to the left, said curve having a radius of 785.00 feet, a delta angle of 32°34'18", a chord bearing of S14°10'38"W and a chord distance of 440.27 feet;
Thence S02°06'31"E and a chord distance of 327.66 feet;
Thence S09°35'57"E a distance of 199.77 feet;
Thence S06°10'06"E a distance of 170.38 feet;
Thence S00°42'27"E a distance of 67.36 feet to the **POINT OF BEGINNING**.

Said easement description contains 2.31 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



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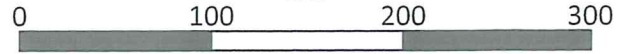
DATE:	October 2024
PROJECT:	22-157
SHEET:	1 OF 5

**Exhibit B - City of McCall Water Easement
Ponderosa State Park**

Situated in a portion of the Northwest 1/4 of Section 3,
T.18N., R.3E., B.M., City of McCall, Valley County, Idaho

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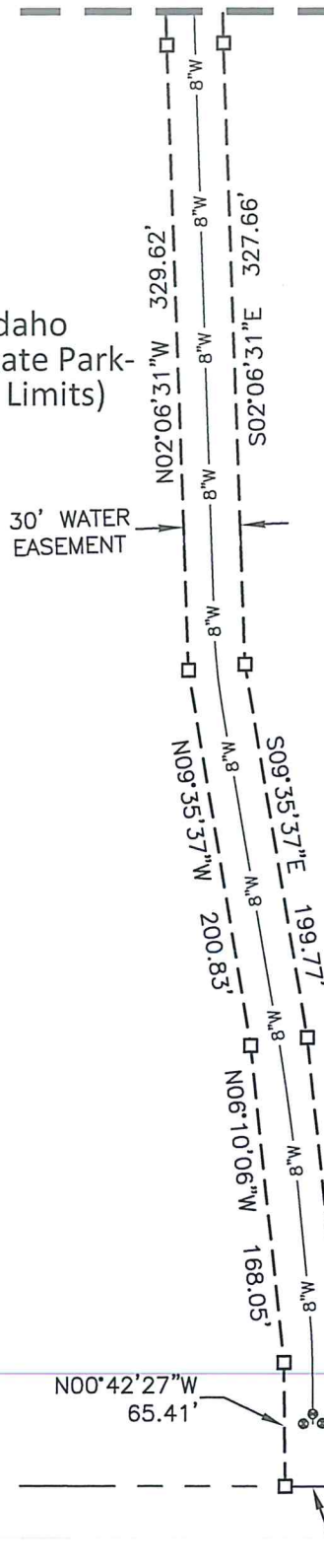
See Sheet 3



Plan Scale: 1" = 100'

State of Idaho
-Ponderosa State Park-
(McCall City Limits)

30' WATER
EASEMENT



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	815.00'	463.31'	32°34'18"	N14°10'38"E	457.10'
C2	1085.00'	364.10'	19°13'38"	N20°50'58"E	362.39'
C3	315.00'	114.00'	20°44'08"	N21°36'13"E	113.38'
C4	480.00'	227.83'	27°11'42"	N45°34'08"E	225.69'
C5	350.00'	249.57'	40°51'16"	N38°44'21"E	244.31'
C6	670.00'	155.40'	13°17'21"	N24°57'23"E	155.05'
C7	640.00'	148.44'	13°17'21"	S24°57'23"W	148.11'
C8	380.00'	270.96'	40°51'16"	S38°44'21"W	265.25'
C9	450.00'	213.59'	27°11'42"	S45°34'08"W	211.59'
C10	285.00'	103.14'	20°44'08"	S21°36'13"W	102.58'
C11	1115.00'	374.17'	19°13'38"	S20°50'58"W	372.41'
C12	785.00'	446.26'	32°34'18"	S14°10'38"W	440.27'

State of Idaho
-Ponderosa State Park-
(McCall City Limits)

N00°42'27"W
65.41'

S06°10'06"E
170.38'

S00°42'27"E
67.36'

POINT OF COMMENCEMENT
CENTER 1/4 CORNER
SECTION 3

POINT OF
BEGINNING

N89°43'19"W 1699.82'

N89°43'19"W Flynn Estates Sub.
30.00'

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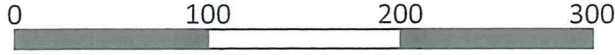
DATE: October 2024

PROJECT: 22-157

SHEET:
2 OF 5

Exhibit B - City of McCall Water Easement
Ponderosa State Park

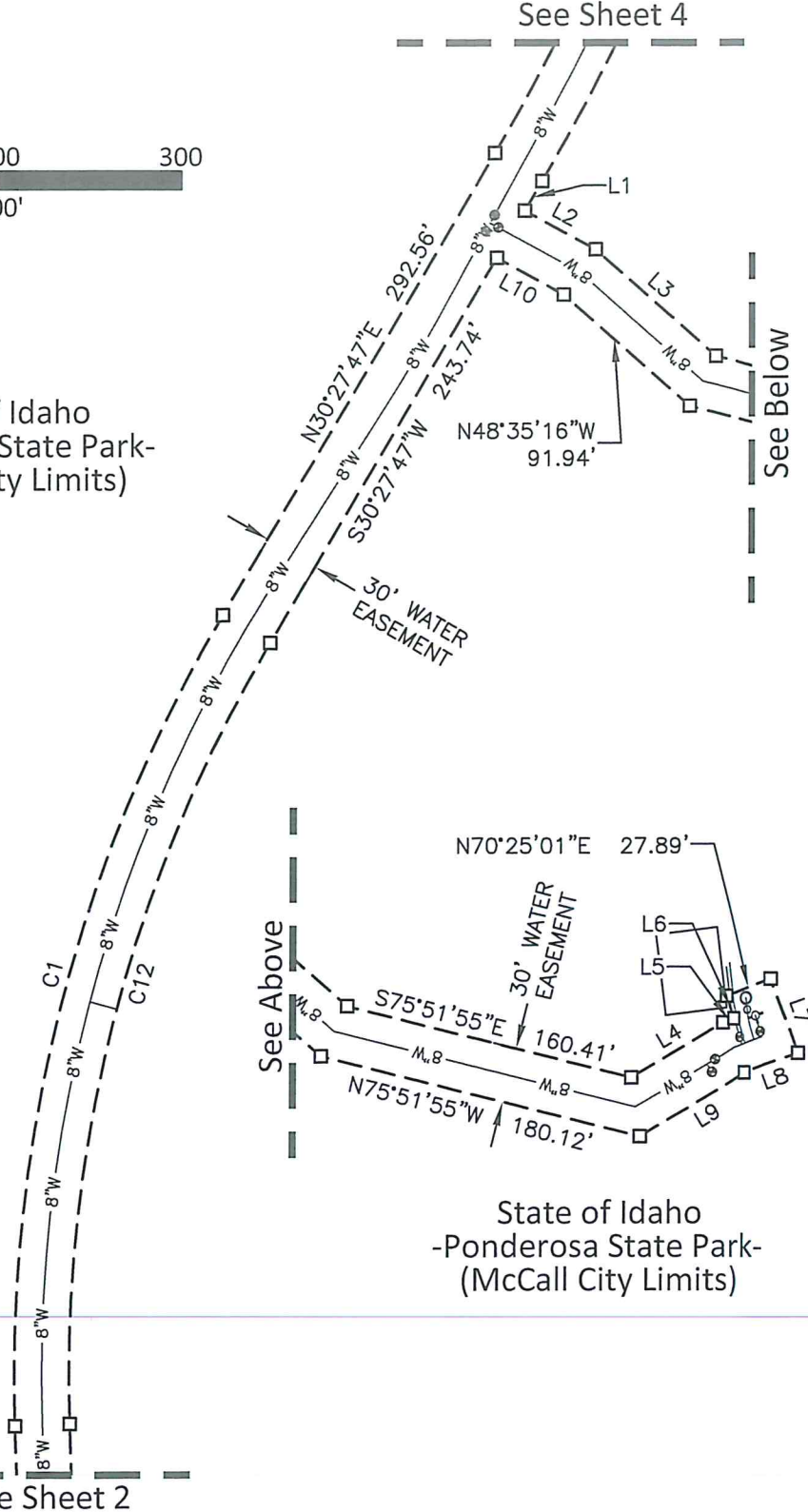
Situated in a portion of the Northwest 1/4 of Section 3,
T.18N., R.3E., B.M., City of McCall, Valley County, Idaho



Plan Scale: 1" = 100'

State of Idaho
-Ponderosa State Park-
(McCall City Limits)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S30°27'47"W	18.81'
L2	S61°23'13"E	44.27'
L3	S48°35'16"E	88.03'
L4	N59°08'05"E	58.38'
L5	N70°25'01"E	6.68'
L6	N19°34'59"W	13.04'
L7	S19°34'59"E	43.04'
L8	S70°25'01"W	31.61'
L9	S59°08'05"W	67.84'
L10	N61°23'13"W	41.88'



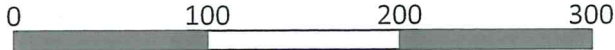
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DATE: October 2024
PROJECT: 22-157
SHEET:
3 OF 5

Exhibit B - City of McCall Water Easement
Ponderosa State Park

Situated in a portion of the Northwest 1/4 of Section 3,
T.18N., R.3E., B.M., City of McCall, Valley County, Idaho

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Plan Scale: 1" = 100'

State of Idaho
-Ponderosa State Park-
(McCall City Limits)

See Sheet 5

N11°14'09"E
13.69'

S11°14'09"W
13.69'

30' WATER
EASEMENT

State of Idaho
-Ponderosa State Park-
(McCall City Limits)

See Sheet 3

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DATE: October 2024

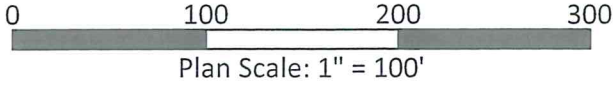
PROJECT: 22-157

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4 OF 5

Exhibit B - City of McCall Water Easement
Ponderosa State Park

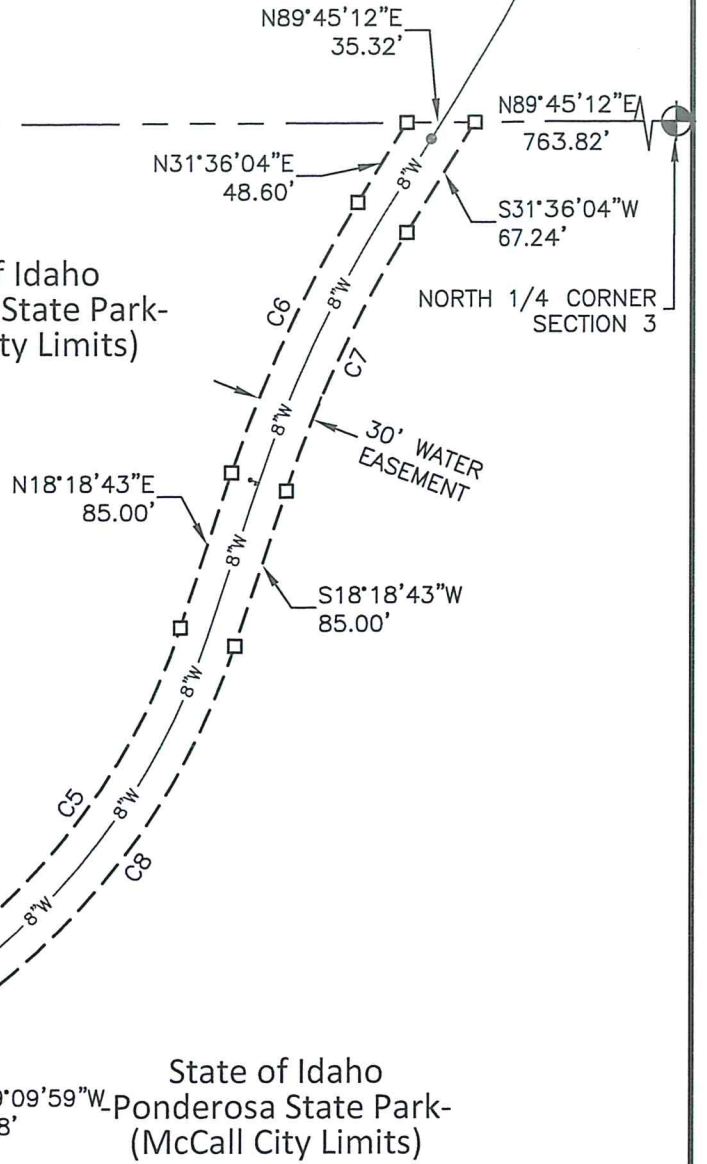
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State of Idaho Park Board
-Ponderosa State Park-
(Valley County)

State of Idaho
-Ponderosa State Park-
(McCall City Limits)



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Exhibit B - City of McCall Water Easement
Ponderosa State Park

Situated in a portion of the Northwest 1/4 of Section 3,
T.18N., R.3E., B.M., City of McCall, Valley County, Idaho

P:\22-157\CAD\SURVEY\EXHIBITS\22-157 WATER EASEMENT PART 1.DWG, AARON BALLARD, 10/22/2024, ESTUDIO907.PC3,

September 3, 2024
Ponderosa State Park
Project No. 22-157
City of McCall Water Easement
Legal Description

Exhibit A-2

A parcel of land for a 30-foot wide City of McCall Water Easement situated in a portion of Government Lot 3 of Section 3 and Government Lot 1 of Section 4, Township 18 North, Range 3 East and Government Lot 7 and the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 19 North, Range 3 East, Boise Meridian, Valley County, Idaho and being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 3, which bears N00°56'02"W a distance of 2,668.56 feet from the Center 1/4 corner of said Section 3, thence following the northerly line of said Section 3 (southerly line of said Section 34), N89°45'12"W a distance of 763.82 feet to the **POINT OF BEGINNING**.

Thence following said southerly line, S89°45'12"W a distance of 35.32 feet;
Thence leaving said southerly line, N31°36'04"E a distance of 254.49 feet;
Thence N13°28'28"W a distance of 24.41 feet;
Thence N58°28'28"W a distance of 91.10 feet;
Thence N68°57'48"W a distance of 100.00 feet;
Thence S88°32'12"W a distance of 244.27 feet;
Thence 128.35 feet along the arc of a circular curve to the left, said curve having a radius of 391.00 feet, a delta angle of 18°48'31", a chord bearing of S79°07'57"W and a chord distance of 127.78 feet;
Thence S69°43'41"W a distance of 274.15 feet;
Thence N85°36'29"W a distance of 47.73 feet;
Thence N61°01'27"W a distance of 126.84 feet;
Thence N52°44'24"W a distance of 122.57 feet;
Thence S37°15'36"W a distance of 99.13 feet;
Thence S59°45'36"W a distance of 54.72 feet;
Thence S37°15'36"W a distance of 68.36 feet;
Thence S18°22'31"W a distance of 32.72 feet;
Thence S07°47'02"E a distance of 20.05 feet;
Thence S17°19'27"W a distance of 114.99 feet;
Thence S18°59'24"E a distance of 22.53 feet;
Thence S06°19'59"W a distance of 126.84 feet;
Thence S33°04'33"W a distance of 171.68 feet;
Thence S35°19'36"W a distance of 223.82 feet;
Thence S31°48'55"W a distance of 152.40 feet;
Thence S23°14'15"W a distance of 34.86 feet;
Thence S50°36'12"W a distance of 168.53 feet;
Thence S25°46'34"W a distance of 210.31 feet;
Thence S51°58'38"W a distance of 108.79 feet;
Thence S45°41'02"W a distance of 157.57 feet;
Thence S50°15'40"W a distance of 233.90 feet;

Thence 339.07 feet along the arc of a circular curve to the left, said curve having a radius of 2,454.89 feet, a delta angle of 07°54'50", a chord bearing of S23°03'55"W and a chord distance of 338.81 feet;
Thence 166.29 feet along the arc of a circular curve to the right, said curve having a radius of 802.19 feet, a delta angle of 11°52'38", a chord bearing of S16°01'34"W and a chord distance of 166.00 feet;
Thence S24°04'22"W a distance of 126.03 feet;
Thence S42°18'19"W a distance of 29.03 feet;
Thence N47°41'41"W a distance of 30.00 feet;
Thence N42°18'19"E a distance of 24.22 feet;
Thence N24°04'22"E a distance of 120.66 feet;
Thence 161.86 feet along the arc of a circular curve to the left, said curve having a radius of 772.19 feet, a delta angle of 12°00'36", a chord bearing of N15°55'09"E and a chord distance of 161.57 feet;
Thence 351.80 feet along the arc of a circular curve to the right, said curve having a radius of 2,484.89 feet, a delta angle of 08°06'42", a chord bearing of N23°06'32"E and a chord distance of 351.51 feet;
Thence N50°15'40"E a distance of 238.85 feet;
Thence N45°41'02"E a distance of 158.02 feet;
Thence N51°58'38"E a distance of 103.46 feet;
Thence N25°46'34"E a distance of 209.93 feet;
Thence N50°36'12"E a distance of 167.83 feet;
Thence N23°14'15"E a distance of 29.81 feet;
Thence N31°48'55"E a distance of 155.57 feet;
Thence N35°19'36"E a distance of 224.15 feet;
Thence N33°04'33"E a distance of 163.96 feet;
Thence N06°19'59"E a distance of 122.60 feet;
Thence N17°19'27"E a distance of 50.22 feet;
Thence N19°04'56"W a distance of 62.62 feet;
Thence N70°55'04"E a distance of 34.43 feet;
Thence N07°47'02"W a distance of 29.50 feet;
Thence N18°22'31"E a distance of 32.20 feet;
Thence N71°37'29"W a distance of 20.34 feet;
Thence N18°22'31"E a distance of 15.00 feet;
Thence S71°37'29"E a distance of 21.20 feet;
Thence N37°15'36"E a distance of 42.12 feet;
Thence N52°44'24"W a distance of 12.50 feet;
Thence N37°15'36"E a distance of 15.00 feet;
Thence S52°44'24"E a distance of 12.50 feet;
Thence N37°15'36"E a distance of 19.54 feet;
Thence N59°45'36"E a distance of 54.72 feet;
Thence N37°15'36"E a distance of 104.44 feet;
Thence N14°45'36"E a distance of 34.94 feet;
Thence N37°15'36"E a distance of 43.89 feet;
Thence N52°44'24"W a distance of 17.46 feet;
Thence N37°15'36"E a distance of 15.00 feet;
Thence S52°44'24"E a distance of 17.46 feet;
Thence N37°15'36"E a distance of 52.58 feet;
Thence N82°15'36"E a distance of 46.49 feet;
Thence S52°44'24"E a distance of 37.08 feet;
Thence S37°15'36"W a distance of 82.46 feet;

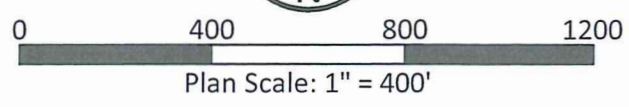
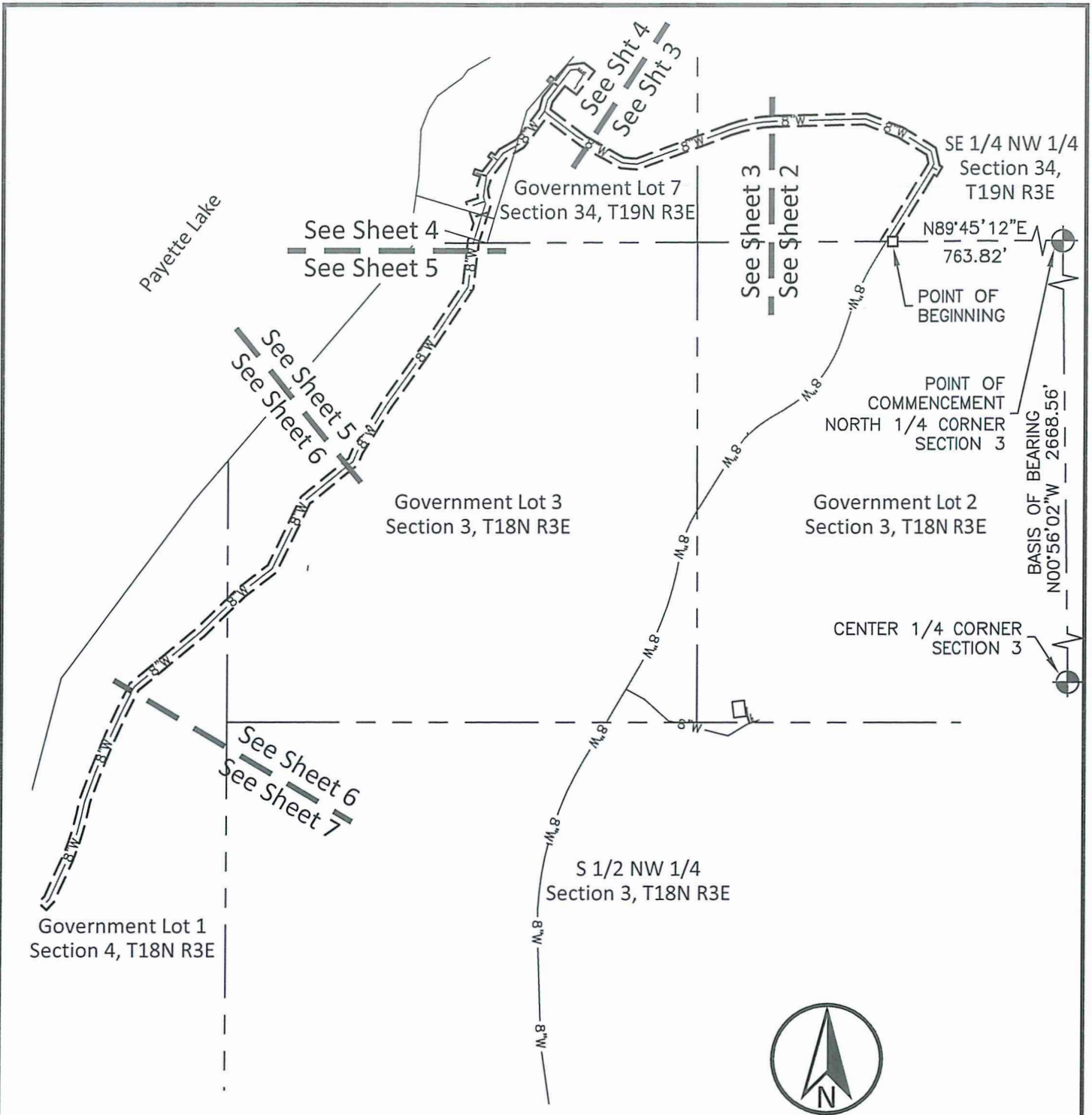
Thence N52°44'24"W a distance of 39.95 feet;
Thence S37°15'36"W a distance of 55.92 feet;
Thence S14°45'36"W a distance of 21.12 feet;
Thence S52°44'24"E a distance of 125.69 feet;
Thence S61°01'27"E a distance of 118.13 feet;
Thence S85°36'29"E a distance of 34.63 feet;
Thence N69°43'41"E a distance of 267.59 feet;
Thence 138.20 feet along the arc of a circular curve to the right, said curve having a radius of 421.00 feet, a delta angle of 18°48'31", a chord bearing of N79°07'57"E and a chord distance of 137.58 feet;
Thence N88°32'12"E a distance of 250.23 feet;
Thence S68°57'48"E a distance of 108.72 feet;
Thence S58°28'28"E a distance of 106.28 feet;
Thence S13°28'28"E a distance of 50.27 feet;
Thence S58°23'56"E a distance of 9.01 feet;
Thence S31°30'18"W a distance of 30.00 feet;
Thence N58°23'56"W a distance of 9.75 feet;
Thence S31°36'04"W a distance of 217.61 feet to the **POINT OF BEGINNING**.

Said easement description contains 2.31 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



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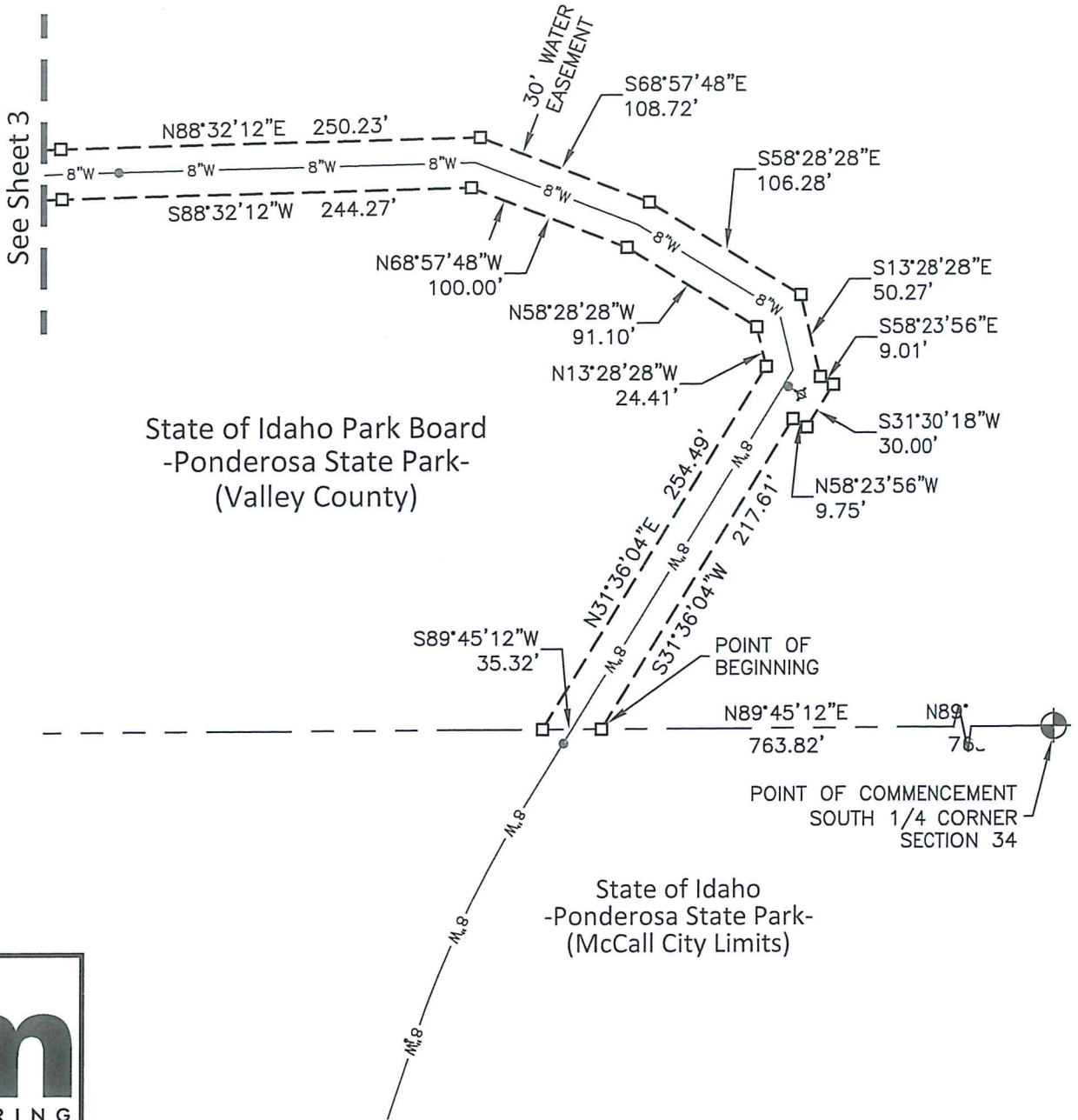
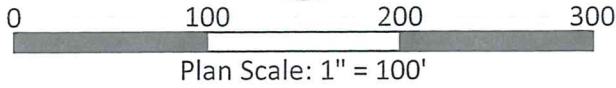


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PROJECT: 22-157
SHEET:
1 OF 7

**Exhibit B - City of McCall Water Easement
Ponderosa State Park**

Situated in a portion of Gov. Lot 3 of Section 3 and Gov. Lot 1 of Section 4, T18N, R3E & Gov. Lot 7 and SE 1/4 NW 1/4 of Section 34, T.19N., R.3E., B.M., Valley County, Idaho



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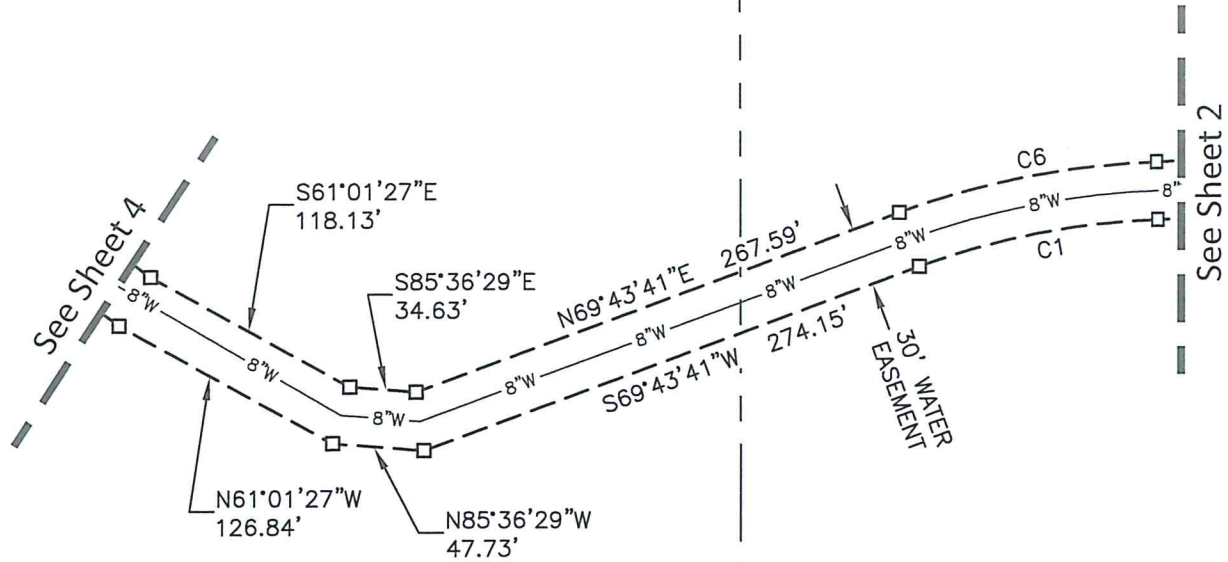
SHEET:
2 OF 7

Exhibit B - City of McCall Water Easement Ponderosa State Park

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0 100 200 300
Plan Scale: 1" = 100'



State of Idaho Park Board
-Ponderosa State Park-
(Valley County)

State of Idaho
-Ponderosa State Park-
(McCall City Limits)



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3 OF 7

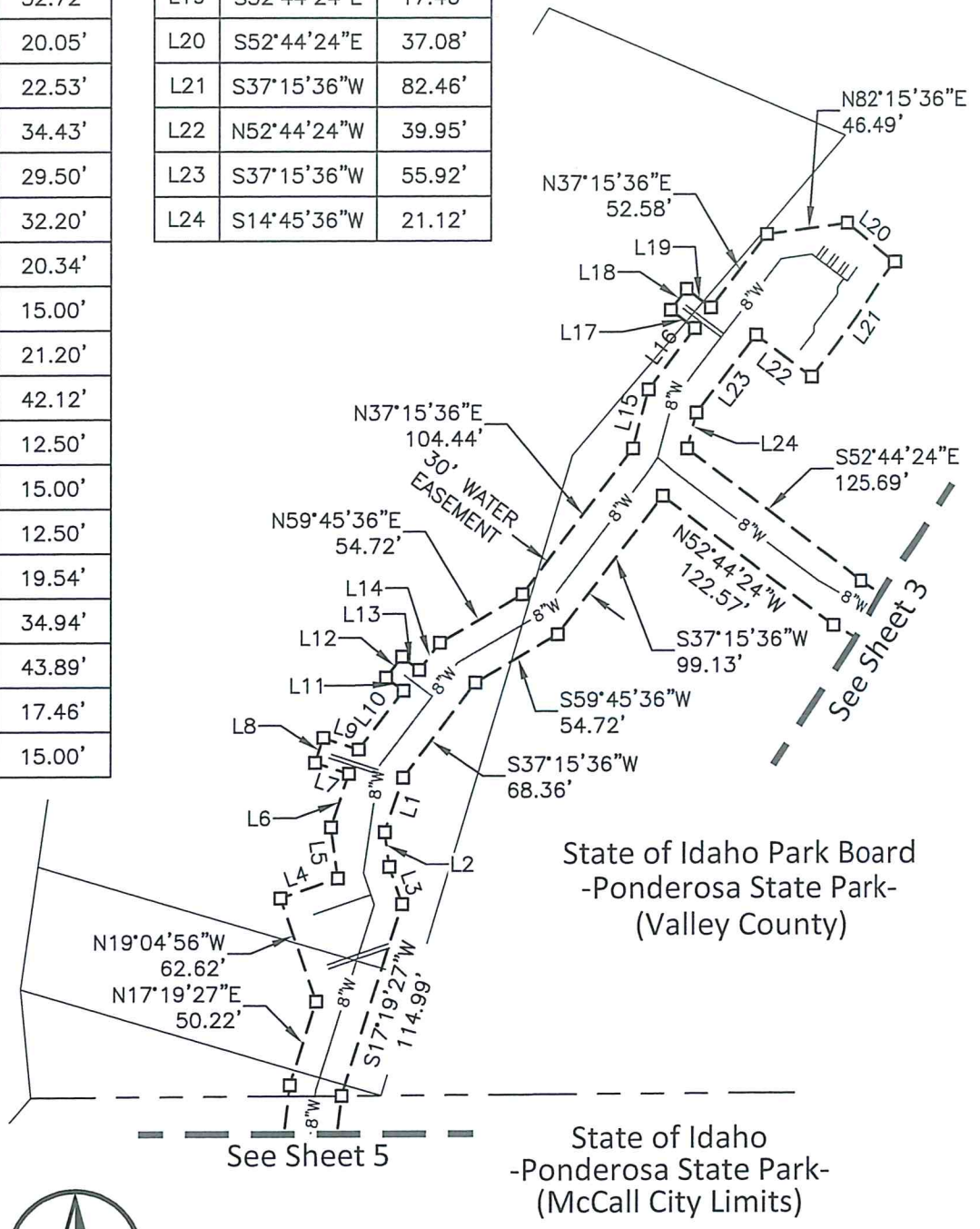
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P:\22-157\CAD\SURVEY\EXHIBITS\22-157 WATER EASEMENT PART 2.DWG, AARON BALLARD, 9/3/2024, ESTUDIO0907.PC3, ----

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°22'31"W	32.72'
L2	S07°47'02"E	20.05'
L3	S18°59'24"E	22.53'
L4	N70°55'04"E	34.43'
L5	N07°47'02"W	29.50'
L6	N18°22'31"E	32.20'
L7	N71°37'29"W	20.34'
L8	N18°22'31"E	15.00'
L9	S71°37'29"E	21.20'
L10	N37°15'36"E	42.12'
L11	N52°44'24"W	12.50'
L12	N37°15'36"E	15.00'
L13	S52°44'24"E	12.50'
L14	N37°15'36"E	19.54'
L15	N14°45'36"E	34.94'
L16	N37°15'36"E	43.89'
L17	N52°44'24"W	17.46'
L18	N37°15'36"E	15.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L19	S52°44'24"E	17.46'
L20	S52°44'24"E	37.08'
L21	S37°15'36"W	82.46'
L22	N52°44'24"W	39.95'
L23	S37°15'36"W	55.92'
L24	S14°45'36"W	21.12'



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 SHEET: 4 OF 7

**Exhibit B - City of McCall Water Easement
 Ponderosa State Park**

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P:\22-157\CAD\SURVEY\EXHIBITS\22-157 WATER EASEMENT PART 2.DWG, AARON BALLARD, 9/3/2024, ESTUDIO907.PC3, ----

Payette Lake

See Sheet 4

N06°19'59"E
122.60'

S06°19'59"W
126.84'

N33°04'33"E
163.96'

S33°04'33"W
171.68'

N35°19'36"E
224.15'

S35°19'36"W
223.82'

30' WATER
EASEMENT

State of Idaho
-Ponderosa State Park-
(McCall City Limits)

N23°14'15"E
29.81'

N31°48'55"E
155.57'

S31°48'55"W
152.40'

S23°14'15"W
34.86'

See Sheet 6



0 100 200 300

Plan Scale: 1" = 100'

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PROJECT: 22-157

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5 OF 7

Exhibit B - City of McCall Water Easement Ponderosa State Park

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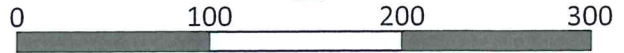
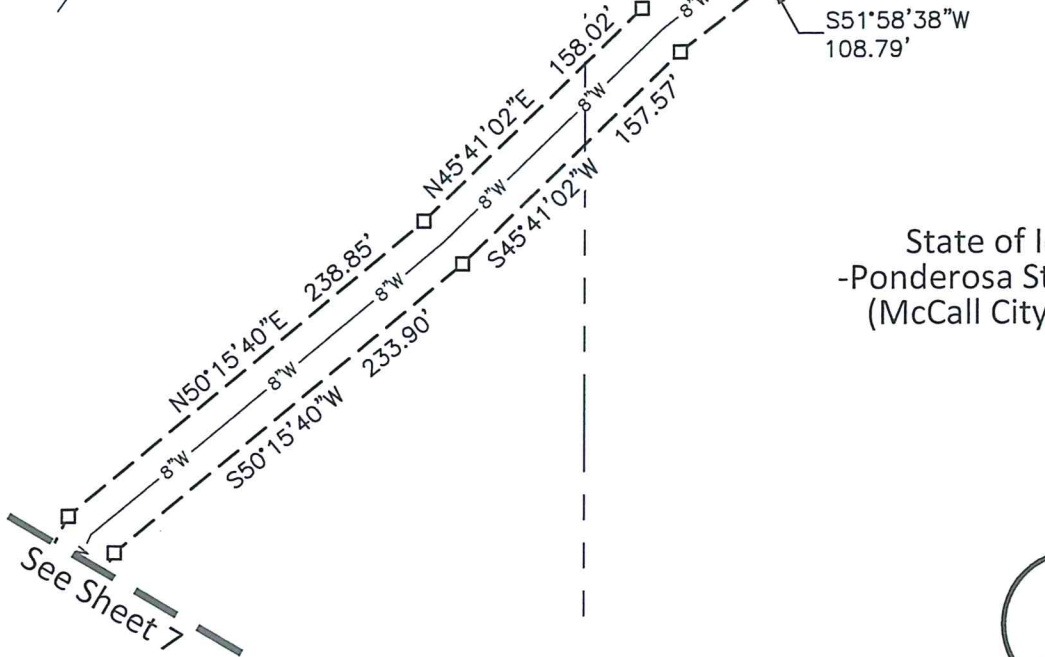
Payette Lake

State of Idaho
-Ponderosa State Park
(McCall City Limits)

State of Idaho
-Ponderosa State Park
(McCall City Limits)

See Sheet 7

See Sheet 5



Plan Scale: 1" = 100'

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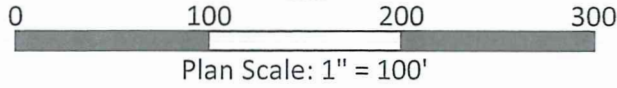
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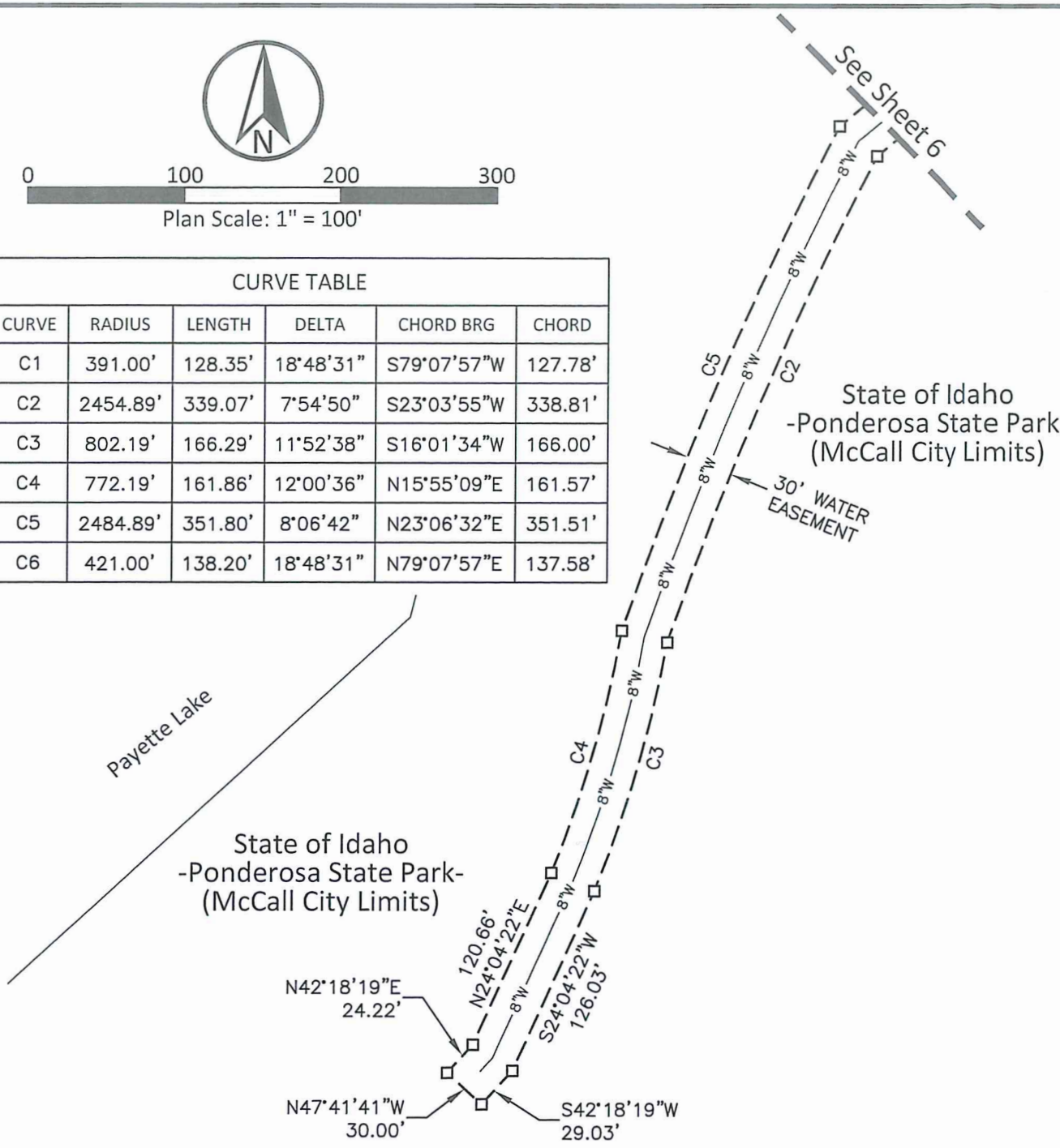
SHEET:
6 OF 7

Exhibit B - City of McCall Water Easement Ponderosa State Park

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CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	391.00'	128.35'	18°48'31"	S79°07'57"W	127.78'
C2	2454.89'	339.07'	7°54'50"	S23°03'55"W	338.81'
C3	802.19'	166.29'	11°52'38"	S16°01'34"W	166.00'
C4	772.19'	161.86'	12°00'36"	N15°55'09"E	161.57'
C5	2484.89'	351.80'	8°06'42"	N23°06'32"E	351.51'
C6	421.00'	138.20'	18°48'31"	N79°07'57"E	137.58'



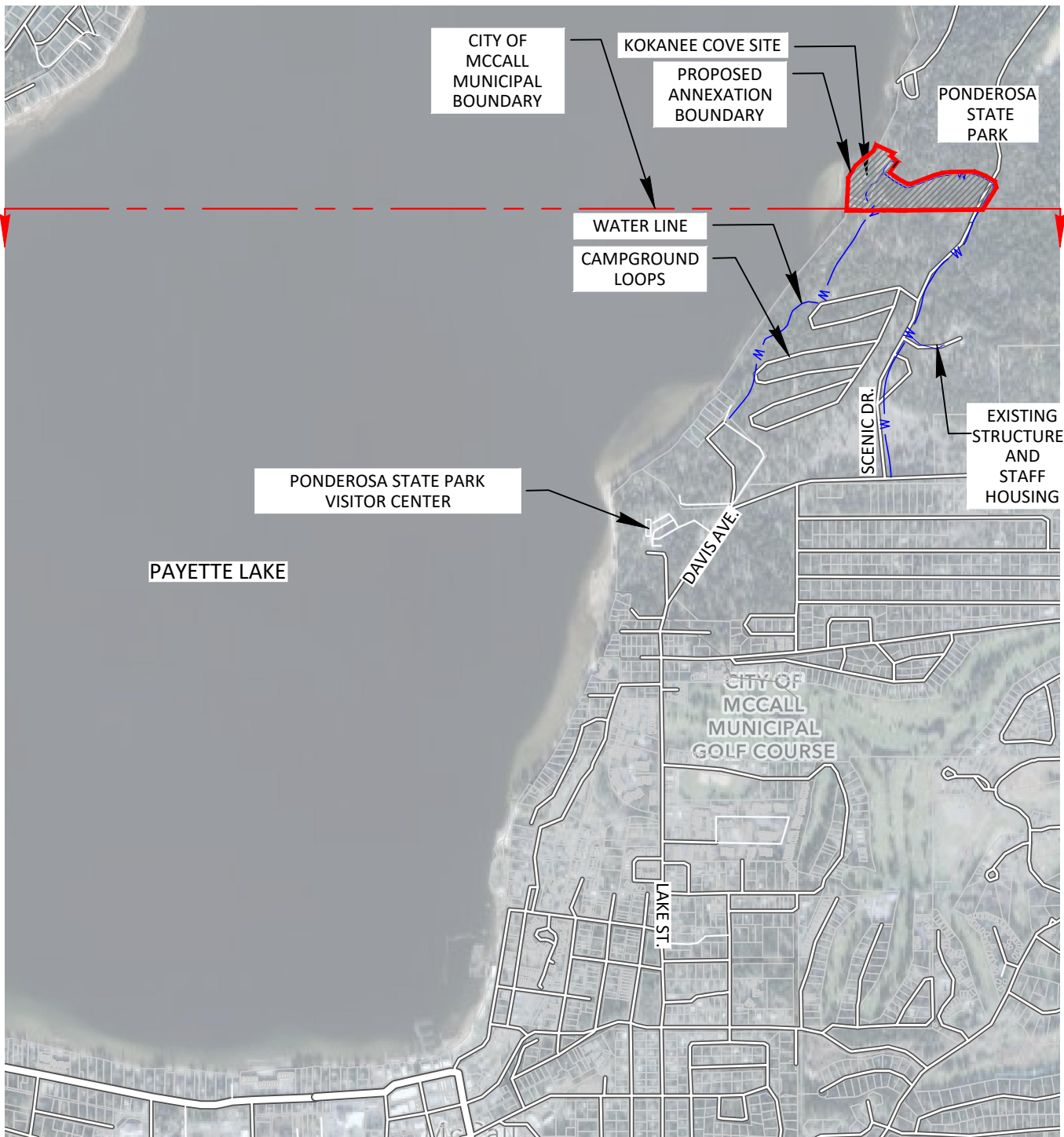
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**Exhibit B - City of McCall Water Easement
 Ponderosa State Park**

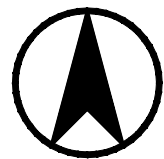
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 PROJECT: 22-157
 SHEET:
7 OF 7

Situated in a portion of Gov. Lot 3 of Section 3 and Gov. Lot 1 of Section 4, T18N, R3E & Gov. Lot 7 and SE 1/4 NW 1/4 of Section 34, T.19N., R.3E., B.M., Valley County, Idaho



P:\22-157\CAD\X-REF\22-157 VICINITY MAP.DWG, ALYSSA YENSEN, 9/23/2024, DWG TO PDF-PC3, 08.5X11.P [PDF]

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PONDEROSA STATE PARK KOKANEE COVE DEVELOPMENT
IDPR PROJ NO. 330133 - MCCALL, IDAHO

DATE: 03/15/24
 PROJECT: 22-157

SHEET:
EX1.0

APPROXIMATE VICINITY MAP