

#6

**VACATION OF RIGHT-OF-WAY
PUBLIC HEARING: FEBRUARY 6, 2025
STAFF REPORT**

File: VAC24-0003

APPLICANT/OWNER: Natalie Bucklein/Dykman Construction
LOCATION: End of Bogey Lane
REQUEST: Vacation of a portion of Bogey Lane

RECOMMENDATION & CONDITIONS: Based on the information presented in this report, staff recommends approval of vacating the subject Right-Of-Way (ROW), with the following conditions attached:

1. The legal description for the subject parcel shall be reviewed and approved by the City Surveyor prior to recording;
2. Any other requirements not herein noted above but applicable as part of an approved easement vacation shall be strictly adhered to.

REQUEST: An application has been submitted by Natalie Bucklein on behalf of Dykman Construction, requesting to vacate the public's interest entailing 100 square-feet (more or less) at the end of Bogey Lane (refer to attached display map).

BACKGROUND: The applicant is desirous of vacating a 2-foot x 50-foot portion of Bogey Lane to avoid a law suit over a disputed property line with the adjacent property owner to the north. The subject Right-Of-Way (ROW) was platted and constructed as part of Iron Eagle Division 3 Subdivision.

NOTIFICATION: All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing by mail in order that they may provide comment on the proposed request. Notice was also provided in the legal section of the Idaho State Journal.

UTILITY PROVIDER & CITY DEPARTMENT NOTICE: Utility providers and affected City departments were provided notice on 1/10/2025.

CRITERIA FOR REVIEW: The City Council shall review the facts and circumstances of each proposal in terms of the standards listed in the Table below:

Table 1. Vacation of Right-of-Way Review Criteria Analysis

Compliant				
Yes	No	N/A		
☒	☐	☐	Requirement 1	DESCRIBE WHY THE REQUESTED VACATION IS EXPEDIENT FOR THE PUBLIC GOOD
			Applicant Response	The requested vacation is to avoid a law suit over a disputed property line. The applicant, Dykman Realty, developed the land recorded as Iron Eagle division 3. The surveyed boundary is 2 feet into the fenced area of the owner of RPRPCPP142103, directly adjacent and north. Since the fence line does not match the surveyed deed line, the development, including the dedication of public roadway named Bogey Lane, was extended all the way to the north boundary of their deed. The adjacent owner of said RPRPCPP142103, disputes said surveyed boundary, and has threatened a law suit in dispute of the surveyed boundary line. Dykman Realty is giving the adjacent land owner the north 2 feet of their property. However, since Bogey Lane is now dedicated as public roadway, the north 2 feet will need to be vacated in order to transfer ownership. Bogey Lane is a dead end street at this location.
			Staff Review	The applicant provided as part of the application a signed Stipulation Boundary Agreement to settle all existing disputes and claims among them related to the boundary between the adjoining properties and owners thereto.
☒	☐	☐	Requirement 2	IDENTIFY ANY "DAMAGES" THAT THE CITY MAY INCUR AS A RESULT OF THE REQUESTED VACATION AND DESCRIBE ANY PROPOSED TERMS AND CONDITIONS FOR MITIGATING ANY "DAMAGES."
			Applicant Response	We don't expect that the City will incur any damages by vacating the last 2 feet of Bogey Lane.
			Staff Review	Staff does not anticipate any damages will incur upon the general public by vacating the 100 sq.ft. area at the end of the subject ROW.
☒	☐	☐	Requirement 3	DESCRIBE THE REQUESTED MANNER OF REVERSION OF THE REQUESTED VACATED AREA AND HOW IT IS IN THE BEST INTERESTS OF THE ADJOINING PROPERTY OWNERS.
			Applicant Response	It is requested that the north 2 feet of Bogey Lane be vacated directly to the owner of RPRPCPP142103. Dykman Realty would like to relinquish any interest it has in said north 2 feet of Bogey Lane in order to avoid the complication of law suit.
			Staff Review	See applicant's response above.
☒	☐	☐	Requirement 4	EXPLAIN WHY GRANTING THE REQUESTED VACATION WILL NOT IMPAIR THE RIGHTS OF ANY LOT OWNER OR PUBLIC UTILITY.

			Applicant Response	By granting the vacation of the north 2 feet of Bogey Lane, the adjoining lots in Iron Eagle Division No. 3 will not be impaired in any way. The street ends there and the 2 feet under consideration does not contain any public utilities, asphalt pavement, concrete curb etc.
			Staff Review	Staff finds that the lots platted in Iron Eagle Estates Division 3 will not impair affected property owners or utilities.
☒	☐	☐	Requirement 5	PROVIDE ANY ADDITIONAL INFORMATION THAT YOU FEEL IS APPLICABLE TO THIS PETITION.
			Applicant	No additional information
			Staff Review	No additional comment

ATTACHMENTS:

- A. Petition for vacation application with attachments
- B. Stipulation Boundary Agreement

ATTACHMENT A
APPLICATION WITH PERTINENT INFORMATION

SURVEYORS CERTIFICATE

I, Chris G. Street, a Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is an accurate representation of the survey completed under my supervision.



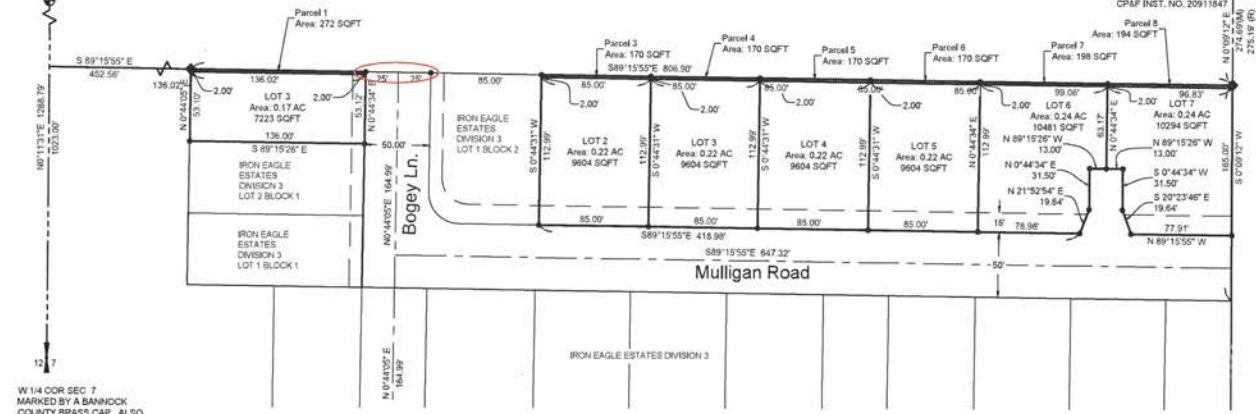
Chris G. Street License No. 12224 Date

PART OF GOVERNMENT LOT 2, SECTION 7, T. 7 S., R. 35 E.B.M. CITY OF POCA TELLO BANNOCK COUNTY, IDAHO

N1/16 COR ON THE WEST
LINE OF SEC. 7
FOUND 2" ALUMINUM CAP
CPAF INST. NO. 20911848

W 1/4 COR SEC. 7
MARKED BY A BANNOCK
COUNTY BRASS CAP. ALSO
FOUND INDIAN ALLOTMENT
CORNER S 81°19'02" W 0.20
FEET, FROM BRASS CAP.
CPAF INST. NO. 762166

NW 1/16 COR SEC 7
FOUND ALUMINUM CAP
PLS 13023
CPAF INST. NO. 20911847



LEGEND

- NORtherly 2 FEET OF EACH LOT
- 1/16 SECTION CORNER CONTROL
- 1/4 SECTION CORNER CONTROL
-
- FOUND IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 13023 OR OTHERWISE STATED P.L.S.
- SECTION LINE
- EASEMENT LINE
- RECORD OF SURVEY (INST. NO. 2211258)
- MEASURED

DATE	BY	DATE	BY
2023.02.28	CHS	2023.02.28	CHS
2023.02.28	CHS	2023.02.28	CHS
2023.02.28	CHS	2023.02.28	CHS

BOUNDARY LINE ADJUSTMENT
IRON EAGLE DIVISION 3
SEC. 7, T. 7 S., R. 35 E.B.M.
BANNOCK COUNTY, IDAHO

1
1

PETITION FOR ABANDONMENT & VACATION OR VALIDATION OF RIGHT OF WAY

The undersigned, Dykman Construction, Inc., being fee owners of an interest in the real property described herein, do request that the Power County Highway District abandon and vacate public right of way, adjacent to and in the vicinity of the Petitioners' ownership.

Legal description of the public right-of-way to be abandoned and vacated certified by an Idaho PLS or PE *(If space is not adequate, attach legal description, labeled Exhibit A)*:

See attached "Exhibit A"

The basis and reason for this request is *(If space is not adequate, attach basis and reason, labeled Exhibit _____)*:

Neighbor threatened lawsuit over boundary line dispute, so the owners of Iron Eagle are going to give the north 2 feet of their property to their neighbor to the north to avoid conflict.

Assessed value of public right-of-way which is the subject of this Petition for Abandonment and Vacation, established by averaging assessed property values of three (3) adjoining parcels *(Subject to the discretion of the Board of Commissioners in which an appraisal by an independent appraiser may be requested.)*

Calculated Acreage <u>100 sq feet</u>	Value <u>\$39.14</u>
Notes: 7.45 acres which are assessed for \$127004.00 which comes out to about \$0.391 per sq. ft The Vacation is 2' by 50' which is 100 sq feet. So 100 square feet times 0.391 is \$39.14	

Will any property be denied access to a public road if the Petition is granted?

No

What property do you request that the right-of-way be vacated to? Attach legal description.

Legal description is attached, and circled in red on the map, the northerly 2 feet of Bogey lane.

PETITIONER INFORMATION:

Road Name (if applicable) Bogey Lane

Petitioner Ron Dykman

Phone 208.221.3105

E-Mail ron.dykman@dykmanconstruction.com

Fax _____

Address P.O. Box 4865

City/St/Zip Pocatello, ID 83205-4865

Represented by (if other than owner) Chris Street, PLS

Firm HLE Inc.

Phone 208-785-2977

E-Mail cstreet@hleinc.com

Fax _____

Address 800 W Judicial Street

City/St/Zip Blackfoot ID 83221

REQUIRED ATTACHMENTS:

- ☒ A map or plat showing the area of public right-of-way sought to be abandoned and vacated certified by an Idaho Professional Land Surveyor (PLS) or and Idaho Professional Engineer (PE).
- ☒ Designation of, including name and address, of all property owners of record of land abutting the portion of the public right-of-way proposed to be abandoned and vacated, as identified with the Power County Assessor's parcel number. (I.C. 40-203(f))
- ☐ Designation of, including name and address, of all possible underground utilities. (I.C. 40-203(e))

Additional attachments including but not limited to maps, plans, pictures, etc., may be included. All exhibits should include date, name of person who prepared them, include a key number, etc.

Petitioner certifies that the information given herein, including all submittals and attachments is true and correct to the best of his/her knowledge. Petitioner understands the Public Hearing date set by the Board of Commissioners may need to be extended if the petition and submittals are found to be incomplete. Petitioner agrees to pay all current and outstanding fees prior to the Board making its final decision. Petitioner understands the decision of the Board may take more than one meeting to make a

decision. Petitioner understands that conditions may be placed on this request if approved.

Signed this _____ day of _____, 20____.

Signature of Petitioner(s):

District Use Only:

Date Stamp:

_____ *Board Meeting Agenda*
To set date for Public Hearing.

_____ *Public Hearing Date*

A large empty rectangular box with a black border, intended for a date stamp.



Power County Highway District
3090 Lamb Weston Road
PO Box 513
American Falls, ID 83211
(208) 226-2661
(208) 226-5246 FAX

VACATION AND ABANDONMENT OF PUBLIC RIGHTS-OF-WAY

All vacations and abandonment procedures will comply with the requirements of Idaho Code Title 40, Chapter 2, Section 203. The following is to provide the applicant with a guide and may not be all-inclusive.

Fees

Applicants seeking vacation or abandonment of public rights-of-way must pay all fees associated with this process to cover the actual cost of the proceeding, including but not limited to, District legal advice, District engineering costs, legal advertising, certified mailings, and recording of document. Petitioner shall pay all current and outstanding fees prior to the Board making its final decision.

Procedures for Filing Petitions to Abandon and Vacate

Contact the District Clerk to be put on the agenda and present your petition.

All petitions to abandon and vacate shall contain the following:

- ☒ Name, address, and telephone number of applicant, and/or representative who can be contacted in the event additional information is required.
 - ☐ Statement of the basis, including reasons, upon which the abandonment and vacation is sought.
 - ☒ A map or plat showing the area of public right-of-way sought to be abandoned and vacated certified by an Idaho Professional Land Surveyor (PLS) or and Idaho Professional Engineer (PE).
 - ☐ Legal description of the public right-of-way to be abandoned and vacated certified by an Idaho PLS or PE.
 - ☐ Designation of, including name and address, of all property owners of record of land abutting the portion of the public right-of-way proposed to be abandoned and vacated, as identified with the Power County Assessor's parcel number. (I.C. 40-203(f))
 - ☐ Designation of, including name and address, of all possible underground utilities.
 - ☐ Any additional attachments as desired.
- Note: All exhibits, including maps, plans, pictures, etc., should include date, name of person who prepared them, and any other pertinent information.*
- ☐ \$1000 deposit for fees. Additional associated costs must be paid prior to decision; overages will be refunded.

Public Hearing and Decision (To be done by the District)

- ☐ Prepare public notice 30 days prior to public hearing.
- ☐ Mail notice to underground utilities 30 days prior to public hearing.
- ☐ Mail notice to adjoining property owners 30 days prior to public hearing.
- ☐ Publish notice of hearing two (2) times if weekly or three (3) times if daily in paper, in accordance with I.C. 40-203 (f).

The Public Hearing (may take one or more meetings):

- ☐ Receive public testimony and review written correspondence.
- ☐ Discussion and deliberations.
- ☐ Decision shall be written and supported by findings and fact and conclusion of law if it is in the public's best interest.
- ☐ Discuss fair market value; if \$2,500 or more, a charge may be imposed upon the acquiring entity, I.C. 40-203(i).
- ☐ If approved by the Board, a resolution will be prepared and signed; the resolution will be recorded upon payment of all costs.
- ☐ Appeals may be made to the district court of the county pursuant to I.C. §40-208.

NOTES FOR THE APPLICANT:

No highway or public right-of-way or parts thereof shall be abandoned and vacated so as to leave any real property adjoining the highway or public right-of-way without access to an established highway or public right-of-way.

In the event of abandonment and vacation, rights-of-way, easements, or utilities as described in I.C. §55-2202 may be reserved.

A proposed division or reversion of the public right-of-way sought to be abandoned and vacated if other than normal one-half ($\frac{1}{2}$) to each adjacent property owner, or a statement that each adjacent property owner shall receive one-half ($\frac{1}{2}$) of the public right-of-way sought to be abandoned and vacated.

If the Board determines that a public right-of-way parcel to be abandoned and vacated in accordance with the provisions of this section has a fair market value of Two Thousand Five Hundred Dollars (\$2,500) or more, a charge may be imposed upon the acquiring entity, not in excess of the fair market value of the parcel, as a condition of the abandonment and vacation.

Requested parcel must remain for public use until such time abandonment is authorized.

ATTACHMENT B
STIPULATION BOUNDARY AGREEMENT
(CHRISTENSEN/DYKMAN)

STIPULATED BOUNDARY AGREEMENT

This Agreement is entered into between Dykman Construction, Inc., Dykman Realty, LLC, by and through agent Ron Dykman, and Ron Dykman individually (hereinafter collectively referred to herein as "Dykman"), and the Dixie Marie Christensen Separate Property Trust by and through Power of Attorney Tina Christensen acting on behalf of Trustee Dixie Christensen, (hereinafter "Christensen"). Dykman and Christensen are collectively referred to herein as the "Parties."

The Parties now desire to settle all existing disputes and claims among them relating to the boundary between their adjoining properties located in Bannock, County, Idaho, and intend to do so through the terms of this Stipulated Boundary Agreement.

Therefore, in consideration of the mutual promises detailed herein, the Parties agree as follows:

1. The Parties, prior to the execution of this Agreement, with the assistance of their respective agents, have marked a new boundary line separating their adjoining properties, (the Agreed Boundary). The Agreed Boundary between the Parties adjoining properties shall be described as follows: Beginning on the Westerly edge of Lot 3, Block 1 of Iron Eagle Estates Division 3 two feet south of the Northwest corner of said Lot; thence along a line running eastward, two feet south of the northern line of Lot 3, Block 1 of Iron Eagle Estates Division 3; thence continuing eastward across Bogey Lane to the west line of Lot 1, Block 2, of Iron Eagle Estates Division 3; thence north two feet to the north line of Lot 1, Block 2, of Iron Eagle Estates Division 3; thence along the north line of Lot 1, Block 2, of Iron Eagle Estates Division 3 to the west line of Lot 2, Block 2, of Iron Eagle Estates Division 3; thence south two feet along the eastern line of Lot 2, Block 2, of Iron Eagle Estates Division 3; thence eastward along a line that is two feet south of the north line of Lots 2, 3, 4, 5, 6, and 7 of Block 2 of Iron Eagle Estates Division 3.
2. Contemporaneously with the execution of this Agreement, Dykman shall execute a Quitclaim Deed transferring to Christensen all of Dykman's right, title and interest in the northern two feet of Lot 3, Block 1 of Iron Eagle Estates Division 3, the northern two feet of Bogey Lane, and the northern two feet of Lots 2, 3, 4, 5, 6, and 7 of Block 2 of Iron Eagle Estates Division 3. A facsimile of the Quitclaim Deed is attached to this Agreement as Exhibit "A". The cost of preparing and recording the deed shall be paid by Dykman, and a copy of the recorded instrument shall be provided to Christensen within five (5) days of being recorded.
3. Contemporaneously with the execution of this Agreement, Christensen shall execute a Quitclaim Deed transferring to Jeremy James McLaughlin and Trina Don McLaughlin all of Christensen's right, title and interest in Lot 1, Block 2 of Iron Eagle Estates Division 3 (the "McLaughlin Property"). A facsimile of the Quitclaim Deed is attached to this Agreement as Exhibit "B". The cost of preparing and

recording the deed shall be paid by Dykman, and a copy of the recorded instrument shall be provided to Christensen within five (5) days of being recorded..

4. Dykman shall construct a 6-foot-tall vinyl fence along the southern side of the Agreed Boundary, wholly within the south side of the Agreed Boundary. The Parties will collaborate with Lee Buetts of Buetts Fence to ensure that the fence is constructed in the proper location. Dykman will pay all costs of constructing the fence. The fence must run parallel to the Agreed Boundary on the southern side of the Agreed Boundary. The fence shall frame the McLaughlin Property at right angles on the McLaughlin side of their property line.
5. Dykman will pay Tina Christensen \$12,075.00, using a cashier's check, within 5 business days following the execution of this Agreement and the execution and delivery of the required deeds.
6. Upon execution of this Agreement and the required deeds, Christensen will waive and release any rights it may claim pursuant to the Idaho Code § 42-1102 for an irrigation easement across the lands south of the Agreed Boundary. Christensen will deal with any changes to its irrigation system on its property without assistance from Dykman. Tina Christensen and the Dixie Marie Christensen Separate Property Trust have, and shall retain, all other rights of way for a ditch, canal, or conduit to convey water to the place of use for the purposes of irrigation of the land owned by Tina Christensen and/or the Dixie Marie Christensen Separate Property Trust pursuant to Idaho Code § 42-1102.
7. The horse fence and existing chain link fence around the Christensen property shall not be disturbed in any way by Dykman, or employees or agents thereof.
8. Dykman shall, at their own expense, remove the asphalt, curbing and gutter that extends beyond the agreed upon property line. Dykman shall also fill in with dirt and level the ground where the asphalt, curbing and gutter are removed. All gravel placed on Christensen property by Dykman shall be removed by Dykman, and no gravel shall be placed on the Christensen property by Dykman in the future.
9. Christensen and its agent or agents shall never connect any other fence or object to the vinyl fence constructed by Dykman.
10. Dykman, and/or his or their employees, contractors, or other associated workers shall never enter onto any parcel of land owned by Tina Christensen or the Dixie Marie Christensen Separate Property Trust without express written permission from Tina Christensen. The Dykman Parties shall contact Tina Christensen for written permission for entrance onto the land owned by Tina Christensen and/or the Dixie Marie Christensen Separate Property Trust prior to each entrance.
11. Tina Christensen has Power of Attorney and certifies that she is authorized to act for and on behalf of the Trustee of the Dixie Marie Christensen Separate Property Trust,

and to sign this Agreement, and Tina Christensen shall personally indemnify and hold Dykman harmless should this certification prove to be incorrect.

12. The Parties retain their rights to enforce this Agreement and may seek all remedies available under applicable civil and criminal law, including specific performance. In the event of a breach by a party of the terms of this Agreement, the Parties agree that the Party claiming the breach shall give 30 days' written notice of the alleged breach, during which the breaching party will have the right to cure the breach before the other party may seek civil or criminal remedies.
13. The Parties each release and discharge the other from any and all claims which they may have against each other as of the date of execution of this Agreement. This mutual release does not release the Parties from the performance of their obligations stated herein and the Parties may sue to enforce the obligations agreed to.
14. Each Party shall bear their own attorney fees and costs incurred up to and including the execution of this Agreement.
15. The following is correct contact information for the Parties:

Dixie Marie Christensen Separate Property Trust, Tina Christensen, Trustee Dixie Christensen	Dykman Construction, Inc., Dykman Realty, LLC, by and through agent Ron Dykman, Ron Dykman individually
Tina Christensen 4645 Navajo Street Pocatello ID 83204 208-234-7177 Attorney: Jason Brown May, Rammell & Wells 216 West Whitman Pocatello, Idaho 83204 208-233-0132	Ron Dykman 4133 N Garton Ln Pocatello, ID 83204 208-221-3105 Attorney: Ron Kerl Cooper & Larsen 151 North 3rd Avenue, 2nd floor Pocatello, Idaho 83205 208-235-1145

16. Dykman does indemnify Christensen and will warrant and defend her against all claims to the property deeded to her by Dykman as a result of this Agreement.
17. Within thirty (30) days of execution of this Agreement by the Parties, Dykman shall take all actions necessary to make lot adjustments with the City of Pocatello pursuant to this Agreement, including the actions necessary to vacate the two feet of Bogey Lane that are currently designated as a road.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of:

October 16, 2024.

Tina Christensen

Tina Christensen, individually, and as
Attorney-in-Fact for Dixie Marie Christensen,
Trustee of the Dixie Marie Christensen Separate
Property Trust

October 14, 2024.

Ron Dykman
Ron Dykman, individually, and as Agent for
Dykman Realty, LLC and Dykman
Construction, Inc.

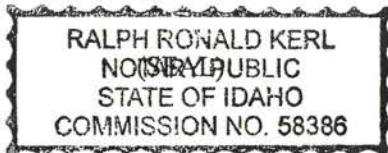
STATE OF IDAHO)

ss

County of Bannock)

On this 16 day of October, 2024, before me, the undersigned Notary Public in and for said
County and State, personally appeared **Ron Dykman**, known or identified to me to be the person whose
name is subscribed to the within instrument, and being by me first duly sworn, declared that the
statements therein are true, and acknowledged to me that he executed the same individually and as the
Authorized Agent of Dykman Construction, Inc. and Dykman Realty, LLC.

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



Ralph Ronald Kerl
NOTARY PUBLIC for Idaho
Residing at: Pocatello

STATE OF IDAHO)

ss

County of Bannock)

On this 16 day of October, 2024, before me, the undersigned Notary Public in and for said
County and State, personally appeared **Tina Christensen**, known or identified to me to be the person
whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the
statements therein are true, and acknowledged to me that she executed the same, individually and as the
Attorney-in-Fact for Dixie Christensen, Trustee of the Dixie Marie Christensen Separate Property Trust.

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



Emma H. Spaulding
NOTARY PUBLIC for Idaho
Residing at: Bannock County, Pocatello, ID

ATTACHMENT C
WRITTEN CORRESPONDENCE (VIA EMAIL)

From: [Lewis, Matthew](#)
To: [Rick Mowrey](#)
Cc: [Babb, Becky](#); [McLane, Brent](#); [Anglesey, James](#); [Flynn, Jennifer](#)
Subject: RE: project# vac24-0003
Date: Friday, January 24, 2025 8:16:00 AM

Mr. Mowrey please be advised that your correspondence has been received and will be provided to the Mayor and City Council for consideration. Thank you for your submission.

Matthew G. Lewis, M.S.
Senior Planner
Planning & Development Services
Phone: (208)234-6190
www.pocatello.gov

-----Original Message-----

From: Rick Mowrey <idahoelkhunter@me.com>
Sent: Thursday, January 23, 2025 4:19 PM
To: Planning <Planning@pocatello.gov>
Subject: project# vac24-0003

I Rick Mowrey 4160 Tech Farm Rd. Pocatello ID 83204.

I AM in favor of vacating land for 4044 Tech Farm Rd., Pocatello, ID 83204 At the north end of Bodie Lane
pocatello, ID 83204 Per project #VAC24-0003
01/23/2025

Sent from my iPhone

SURVEYORS CERTIFICATE

I, Chris G. Street, a Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is an accurate representation of the survey completed under my supervision.

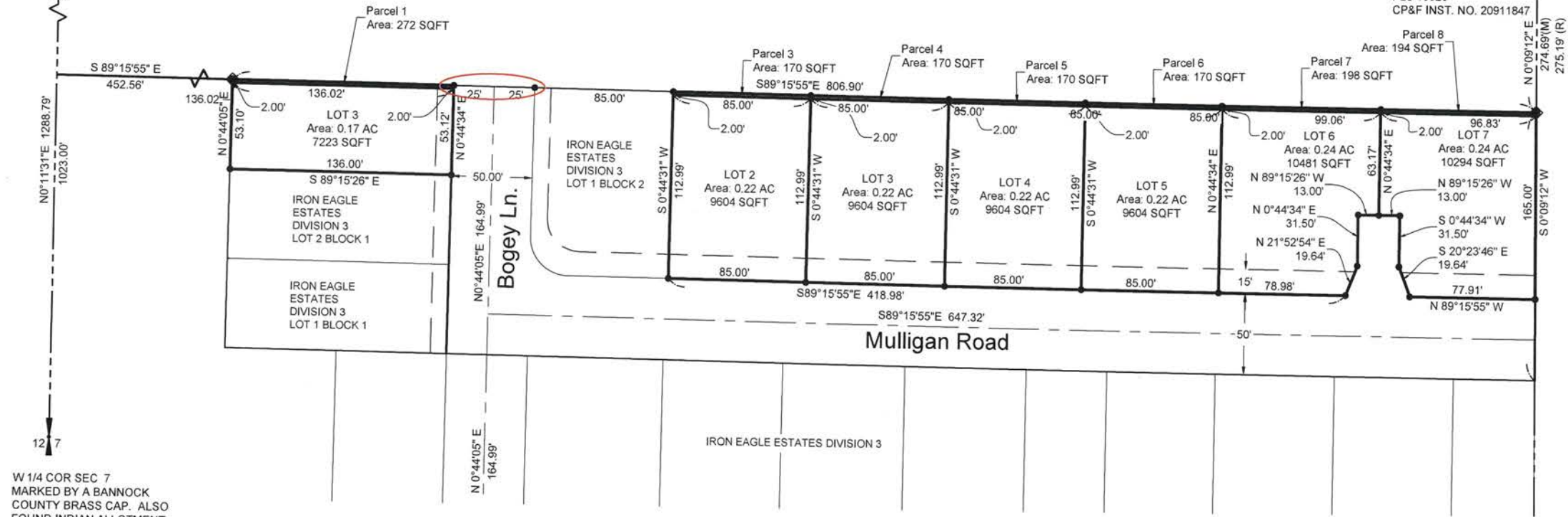


Chris G Street License No. 12224 Date

PART OF GOVERNMENT LOT 2,
SECTION 7, T. 7 S., R. 35 E.B.M.
CITY OF POCA TELLO
BANNOCK COUNTY, IDAHO

N1/16 COR ON THE WEST
LINE OF SEC 7
FOUND 2" ALUMINUM CAP
CP&F INST. NO. 20911848

NW 1/16 COR SEC 7
FOUND ALUMINUM CAP
PLS 13023
CP&F INST. NO. 20911847



W 1/4 COR SEC 7
MARKED BY A BANNOCK
COUNTY BRASS CAP. ALSO
FOUND INDIAN ALLOTMENT
CORNER S 81°19'02" W 0.20
FEET, FROM BRASS CAP.
CP&F INST. NO. 762166

LEGEND

- NORTHERLY 2 FEET OF EACH LOT
- 1/16 SECTION CORNER CONTROL
- 1/4 SECTION CORNER CONTROL
- FOUND 1/2" IRON ROD P.L.S. 2341
- FOUND IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 13023 OR OTHERWISE STATED P.L.S.
- SECTION LINE
- EASEMENT LINE
- (R) RECORD OF SURVEY INST. NO. 2211258
- (M) MEASURED

DRAWN BY	DESIGN BY	CHECK BY
MG	HLE	CGS
JOB NO: 2023-229		
DATE: December 1, 2023		
REVISIONS	DATE	

BOUNDARY LINE ADJUSTMENT
IRON EAGLE DIVISION 3
SEC. 7, T. 7 S., R. 35 E.B.M.
BANNOCK COUNTY, IDAHO

SHEET NO.
1
OF 1 SHEETS

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