

#9

**EXECUTIVE SUMMARY
POCATELLO CITY COUNCIL
MEETING FEBRUARY 6, 2025**

File: FP24-0004

APPLICANT/OWNER: Natalie Bucklein/Dykman Construction
SURVEYOR/ENGINEER: Chris Street/Luke Jolley
REQUEST: Iron Eagle Estates Division 3 – Partial Replat

REQUEST:

The applicant and owner are desirous of amending the current recorded plat known as Iron Eagle Estates Division 3 in an effort to avoid a law suit over a disputed property line. The amendment consists of removing and platting the north 2 feet of Lot 3 Block 1, totaling 272 square-feet in area as well as the north 2 feet of Lots 2-7 Block 2, which together encompass 1,072 square-feet (more or less). In addition, according to the Stipulation Boundary Agreement, Dykman shall execute a Quit Claim deed for the property owner of Lot 1, Block 2 transferring the same 2-feet to (Christensen).

All of the above noted parcels in addition to the vacated area North 2-feet of Bogey Lane will be transferred to the property owner (Christensen) to the north.

RECOMMENDATION:

Staff recommends approval of the Final Plat amendment with the conditions noted below:

1. All conditions/requirements noted in the Memorandum presented by Public Works dated 1/24/2025 (Attachment A) shall be strictly adhered to;
2. Any other requirements not herein noted above but applicable as part of an approved easement vacation shall be strictly adhered to.

ATTACHMENTS:

- A. Public Works Memorandum dated 1/24/25
- B. Proposed Partial Replat
- C. Stipulation Boundary Agreement (Christensen / Dykman)

ATTACHMENT A
PUBLIC WORKS MEMORANDUM
JANUARY 24, 2025

Memorandum

To: Matthew Lewis, Senior Planner

From: Merrill Quayle PE, Public Works Development Engineer

MB

Date: 1.24.2025

Re: Iron Eagle Estates Division 3 Partial Replat – City Council Plat (2.6.2025)
Application #FP24-0004

The Public Works Departments have reviewed the final plat application for the above-mentioned project and submits that the following changes and items shall be addressed and approved prior to recording of the plat. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

1. Plat

- A. Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through the City Surveyor.
- B. Subdivision plat shall conform to all state and local laws, ordinances, and guidelines.
- C. Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- D. The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello...
- E. If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- F. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- G. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
- H. The plat shall be black opaque ink, no gray scale or color
- I. Add note, "Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the structure setback line along all lot lines, not to exceed 7-feet. Lots must be graded and maintained so as to minimize drainage to adjoining properties."

2. Construction Plans/Infrastructure

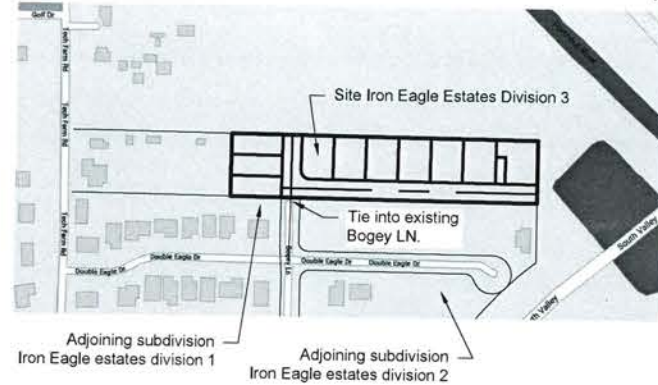
- A. Development Conditions
 - 1. Re-plat no infrastructure improvements with this plat.
 - 2. No utilities or services will be extended to the 2-foot wide lots, unbuildable and should be linked to adjacent property owner to the north.



ATTACHMENT B
PROPOSED PARTIAL REPLAT

Vicinity Map

Approximate scale: 1"=300' @ 18"x24" only



IRON EAGLE ESTATES DIVISION 3 AMENDMENT 1

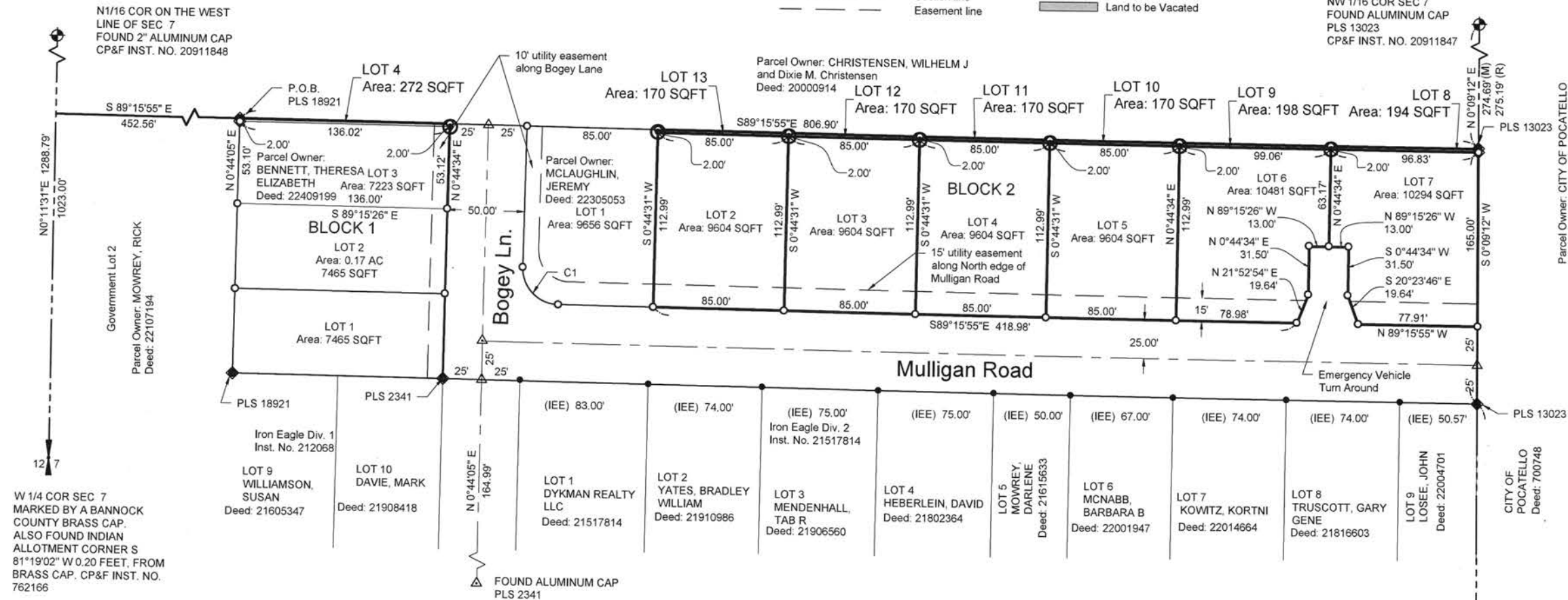
THE NORTH 2 FEET OF LOT 3 BLOCK 1 AND ALL OF LOTS 2-7 BLOCK 2 OF IRON EAGLE ESTATES DIV. 3
PART OF THE SW 1/4 OF THE NW 1/4 OTHERWISE KNOWN AS GOVERNMENT LOT 2
OF SECTION 7, T. 7 S., R. 35 E.B.M.
CITY OF POCA TELLO, BANNOCK COUNTY, IDAHO

RECORDER'S CERTIFICATE

Curve Table					
Curve #	Length	Radius	Delta	Chord	Bearing
C1	36.92'	23.50'	90°00'00"	33.24'	N44°15'40"W

LEGEND

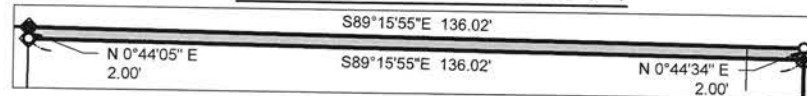
- 1/16 Section Corner Control
- 1/4 Section Corner Control
- Found 1/2" X 24" Iron Rod with cap marked P.L.S. 12224
- Set 5/8" X 24" Iron Rod with cap marked P.L.S. 12224
- Set 1/2" X 24" Iron Rod with cap marked P.L.S. 12224
- Section line
- Easement line
- Found 1/2" Iron Rod P.L.S. 2341
- Found Aluminum Cap as noted
- Road Centerline Monument Found 2" Aluminum Cap marked P.L.S. 12224
- (R) Record of Survey Inst. No. 2211258
- (M) Measured
- (IEE) Iron Eagle Estates Div. 1 & 2
- Land to be Vacated



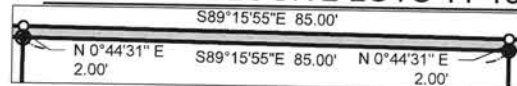
NOTES:
EASEMENTS NOT DEPICTED:
ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO A DRAINAGE EASEMENT EQUAL TO THE PRIMARY STRUCTURE SIDE YARD SETBACK ALONG ALL LOT LINES.

LOTS ARE REQUIRED TO BE GRADED AND MAINTAINED TO MINIMIZE DRAINAGE TO ADJOINING PROPERTIES.

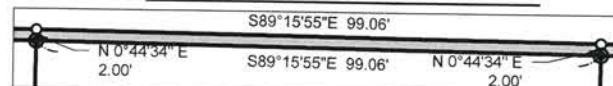
DETAIL SCALE 1:20 DETAIL A: BLOCK 1 LOT 4



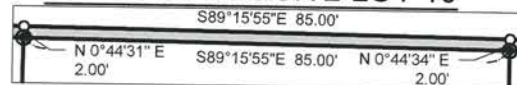
DETAIL B: BLOCK 2 LOTS 11-13



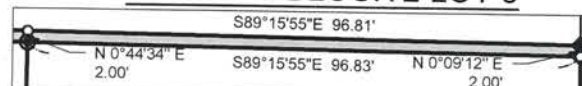
DETAIL D: BLOCK 2 LOT 9



DETAIL C: BLOCK 2 LOT 10



DETAIL E: BLOCK 2 LOT 8



SCALE: 1" = 50'
@ 18" X 24" ONLY

W 1/16 COR LATITUDINAL CENTERLINE SEC 7 FOUND BANNOCK COUNTY BRASS CAP CP&F INST. NO. 2157812

FINAL PLAT IRON EAGLE DIVISION 3 AMENDMENT 1

SEC. 7, T. 7 S., R. 35 E.B.M.
BANNOCK COUNTY, IDAHO

SHEET NO.

1

2

OF SHEETS

Z:\Projects\00-2023 Projects\02-229 Iron Eagle Estates Boundary Line Adjustment\3-CAD\Survey\02-229 Iron Eagle Estates Boundary Line Adjustment.dwg

OWNER'S DEDICATION/
BOUNDARY DESCRIPTION

Know all men by these present that the undersigned owner of the land described as:

Part of Government Lot 2, of Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as:

All of Lots 2-7 of Block 2 of Iron Eagle Division No. 3

Also, the North 2 feet of Lot 3 of Block 2 of Iron Eagle Estates Division 3.

Contains 1.38 acres more or less.

have caused the same to be subdivided into lots and blocks; and do hereby warrant and save the City of Pocatello and the County of Bannock, harmless from any existing easements or encumbrances. It is the intention of the owner to include all of the land described in the boundary description in the plat. The location and dimensions of the lots and blocks, are to be as shown on the accompanying map of the property. The easements shown, are not, dedicated to the public, but the right to use said easements is hereby perpetually reserved to the public for public utilities, roadway slopes and drainage or for any other use designated on the plat and no structures other than those for such utility purposes are to be erected within the lines of said easements. The individual lots described in this plat will have culinary water services from the City of Pocatello. In compliance with the disclosure requirements of Idaho code 31-3805(2), It has been determined that the property included in this subdivision is not located within the boundaries of an existing irrigation district. Lots within this subdivision will not receive an irrigation water right.

In witness whereof I as the owner do hereunto set my hand.

Ronald Dykman, Registered Agent
Dykman Realty, LLC

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF BANNOCK

On this _____ day of _____, 2024,

before me a Notary Public, in and for said State, personally appeared Ronald Dykman, known or identified to me to be a registered agent of, Dykman Realty, LLC and acknowledged to me that he signed said dedication freely and voluntarily for and in behalf of said LLC.

Notary Public

Residing in

My commission expires:

IRON EAGLE ESTATES DIVISION 3 AMENDMENT 1

THE NORTH 2 FEET OF LOT 3 BLOCK 1 AND ALL OF LOTS 2-7 BLOCK 2 OF IRON EAGLE ESTATES DIV. 3
PART OF THE SW 1/4 OF THE NW 1/4 OTHERWISE KNOWN AS GOVERNMENT LOT 2
OF SECTION 7, T. 7 S., R. 35 E.B.M.
CITY OF POCATELLO, BANNOCK COUNTY, IDAHO

CERTIFICATE OF APPROVAL

Sanitary Restrictions as required by Idaho Code Title 50, Chapter 13 have been satisfied based on Department of Environmental Quality review and approval for the design plans an specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer line have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Date _____ Health District Signature _____

SURVEY NARRATIVE

The purpose of this plat is to adjust the North line of Block 1, Lot 3 and Block 2, Lots 2-7 of Iron Eagle Estates Division 3. Based on a stipulated boundary line agreement between Tina Christensen and Dykman Realty LLC, signed October 18, 2024.

Basis of bearings is N 0°11'31" E between W 1/4 and the N1/6 corner on the West line of section 7, based on the Idaho state plane coordinate system, East Zone

Boundaries were determined from recorded Plat, Iron Eagle Estates Division 3.

COUNTY TREASURERS
CERTIFICATE

I Jennifer Clark, the undersigned County Treasurer in and for the County of Bannock, State of Idaho, per the requirements of Idaho Code 50-1308, do hereby certify that all county property taxes due for the property included in this project are current.

County Treasurer _____ Date _____

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

The Declaration of Covenants Conditions and Restrictions are hereby made a part of this plat and are recorded as:

Inst. No. _____.

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF POCATELLO, IDAHO, THIS _____ DAY

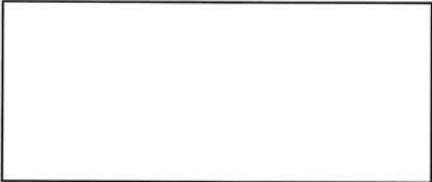
OF _____, 2024

MAYOR, BRIAN BLAD

ENGINEER FOR THE CITY, MERRIL QUAYLE

CITY CLERK, KONNI R. KENDELL

COUNTY RECORDER'S
CERTIFICATE



COUNTY SURVEYOR'S
CERTIFICATE

I, Christopher Adams, surveyor in and for Bannock County, Idaho, do hereby certify that I have examined this plat and computations shown hereon and have determined that the requirements of Section 50-1305 of the Idaho Code have been met and I approve the same for filing.

CHRISTOPHER ADAMS _____ Date _____
PLS 12457

CITY SURVEYOR

This is to certify that I, Gerald V. Evans, a registered land surveyor, registered by the State of Idaho, have checked this plat and the computations shown hereon and find no disagreements with Idaho Code or local ordinances pertaining thereto.

Gerald V. Evans, PLS 10342 _____ Date _____
Pocatello City Surveyor

SURVEYOR'S CERTIFICATE

I Chris G. Street, a registered Professional Land Surveyor in the State of Idaho, do hereby certify that a survey was made under my direction of the land described in the accompanying boundary description and that the plat upon which this certification appears was made under my direction. I further certify that the accompanying map correctly depicts the division of land as marked upon the ground and that the pertinent provision of the statutes of the State of Idaho have been complied with.



Chris G. Street License No. 12224 Date _____

CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977



COPYRIGHT © 2021 HLE ALL RIGHTS RESERVED.

DRAWN BY	DESIGN BY	CHECK BY
SJ	HLE	CGS
JOB NO: 2023-229		
DATE: December 18, 2024		
REVISIONS	DATE	

FINAL PLAT
IRON EAGLE DIVISION 3 AMENDMENT 1

SEC. 7, T. 7 S., R. 35 E.B.M.
BANNOCK COUNTY, IDAHO

SHEET NO.

2

2

OF SHEETS

ATTACHMENT C
STIPULATION BOUNDARY AGREEMENT

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.

October 14, 2024.

Tina Christensen

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

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

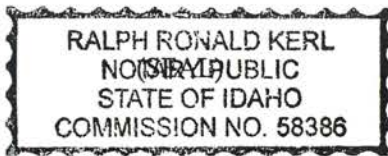
STATE OF IDAHO)

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

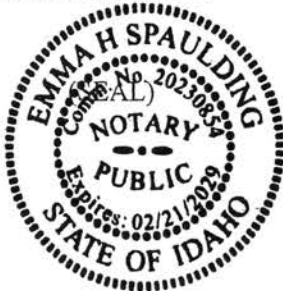
STATE OF IDAHO)

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

EXHIBIT "A"
FACSIMILE QUIT CLAIM DEED

QUIT-CLAIM DEED

THIS INDENTURE is made this ____ day of _____, 2024, by and between Dykman Realty, LLC, as Grantor, and Dixie Christensen, Trustee of the Dixie Marie Christensen Separate Property Trust, of 4645 Navajo Street, Pocatello ID 83204, herein designated as Grantee:

Grantor, for value received, does by these presents, demise, release and forever quitclaim unto Grantee and its heirs or assigns forever, the following described premises in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

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.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantee and to its heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor have hereunto set hand and seal the day and year first above written.

Dykman Realty, LLC

By: _____
Ron Dykman, Authorized Agent

STATE OF IDAHO)

ss

County of Bannock)

On this ____ day of _____, 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 as the Authorized Agent of 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.

(SEAL)

NOTARY PUBLIC for Idaho

Residing at:

EXHIBIT "B"
FACSIMILE QUIT CLAIM DEED

QUIT-CLAIM DEED

THIS INDENTURE is made this ____ day of _____, 2024, by and between Dixie Christensen, Trustee of the Dixie Marie Christensen Separate Property Trust, by her Attorney-in-Fact, Tina Christensen herein designated as Grantor, and Jeremy James McLaughlin and Trina Don McLaughlin, husband and wife, of 4226 Bogey Lane, Pocatello, ID 83204 herein designated as Grantees:

Grantor, for value received, does by these presents, demise, release and forever quitclaim unto Grantees and their heirs or assigns forever, the following described premises in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

Any interest owned by the Dixie Marie Christensen Separate Property Trust in Lot 1, Block 2 of Iron Eagle Estates Division 3.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantees and to their heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor have hereunto set hand and seal the day and year first above written.

Dixie Marie Christensen Separate Property Trust

By: _____
Dixie Christensen, Trustee, by Tina
Christensen, Her Attorney-in-Fact

STATE OF IDAHO)

ss

County of Bannock)

On this ____ day of _____, 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 as the Attorney-in-Fact for the Trustee, Dixie Christensen.

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

(SEAL)

NOTARY PUBLIC for Idaho

Residing at: