

Recording Requested By and
When Recorded Return to:

Instrument # 1656487
Bonneville County, Idaho Falls, Idaho
09/22/2020 10:50:51 AM No. of Pages: 27
Recorded for: STATE OF IDAHO
Penny Manning Fee: \$0.00
Ex-Officio Recorder Deputy
Index to: PROTECTIVE COVENANTS



SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by the **GRANTORS**, Jesse LeRoy Malmberg, ("Malmberg"), and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Malmberg, as the current property owner, grants this Environmental Covenant to all signatories to this instrument. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. Malmberg is also a "holder" as defined in Idaho Code § 55-3002(6). For recording indexing purposes the holder, Malmberg, is the **GRANTEE** as provided in Idaho Code §55-3008.

Property. This Environmental Covenant concerns real property located at 125 Northgate Mile, Idaho Falls, in Bonneville County, identified as Parcel Number RPA0620015000C and legally described in the deed attached hereto and marked as Attachment A (hereafter referred to as "the Property"). The Restricted Area of the Property is depicted in the map attached as Schedule B.

Property Ownership. Malmberg hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and Malmberg has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above includes a convenience store building, a snow-cone shack, and a mobile home trailer. Formerly, the Property operated as a gas station with three 8,000-gallon steel gasoline underground storage tanks (USTs) and four former dispenser islands. On May 24, 2018, the UST system was decommissioned and the three USTs were abandoned in-place. During closure, test pits were excavated around the tank basin and a petroleum release was discovered on the north end. In April, 2019, soil borings were installed across the site to complete horizontal contamination delineation. Bedrock was encountered at 14 feet to 17 feet deep. Ground water in the area is estimated to be greater than 100 feet deep.

This Environmental Covenant is required because residual concentrations of benzene, ethylbenzene, xylene, and naphthalene in soil at depth remain underlying the Restricted Area of the Property. Soil is above allowable risk-based concentrations as determined by the Department. Therefore, future use of the Restricted Area of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of Blue Bell (Facility Identification Number 6-100600) administrative records can be found at the DEQ Idaho Falls Regional Office, 900 N. Skyline Drive, Suite B, Idaho Falls, ID 83702.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Malmberg, and any successors in interest, are hereby restricted from using the Restricted Area of the Property, now or at any time in the future, as specifically set forth below:

1. No buildings of any kind or nature shall be constructed or located on the Restricted Area of the Property.

Breach and Cure of Activity and Use Limitations. Malmberg, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, Malmberg or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by Malmberg or any successors in interest, and the Department.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. Malmberg, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

Contaminated soil is at levels the Department deems in writing to be adequate for the Restricted Area of the Property to be developed for unrestricted use.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained

herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of this Environmental Covenant shall be recorded in the County Recorder's Office of the county in which the Property subject to this Environmental Covenant is located. The owner of the Property shall record this Environmental Covenant, and any amendment or termination thereof, within ten (10) days following receipt of the Department's signature hereon. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, the owner of the Property shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination thereof, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by the owner of the Property to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of this Environmental Covenant is not affected by failure to provide a copy of this Environmental Covenant as required under this section.

Compliance Reporting. Malmberg, or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations.

Enforcement. The Department and any party to the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against the owner of the Property and any other person using the Property. Failure of the owner or any other user of the Property to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that the owner or user of the Property correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against the owner or user of the Property as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyor of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either Malmberg or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

OWNERS:

ATTN: Jesse LeRoy Malmberg
125 Northgate Mile
Idaho Falls, ID 83401

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: Assessment & Compliance Unit Manager
1410 N. Hilton
Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and Malmberg or any other responsible party.

Nothing in this Environmental Covenant shall affect the obligations of Malmberg or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Accepted:

Idaho Department of Environmental Quality

Signature:

Printed Name:

Title:

Date:

State of Idaho

)

) SS.

County of Ada

)

On this 20th day of SEPTEMBER in the year 2020, before me, a Notary Public in and for said County and State, personally appeared Jess Byrne, known or identified to me to be the Interim Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

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



Notary Public for Idaho

Residing at:

Commission Expires:

Anika Barros
ID
08/02/2025

Signature and Acknowledgments

Accepted: Jesse LeRoy Malmberg

Property Owner:

Signature:

Printed Name:

Title:

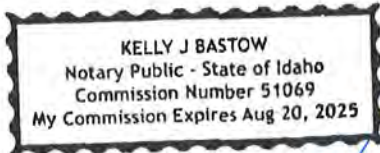
Date:

Jesse LeRoy Malmberg
Jesse LeRoy Malmberg
Owner
8/26/2020

State of Idaho, county of _____, ss.

On this 26th day of Aug, in the year 2020, before me, a Notary Public in and for said County and State, personally appeared E. Roy Malmberg, Idaho Falls, ID, identified to me to be the owner that executed this Environmental Covenant.

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



Notary Public for Idaho: Bonneville County
Residing at: Idaho Falls, Idaho
Commission Expires: 8-20-2025

Signature and Acknowledgments

Signature and Acknowledgments

Accepted: Jesse LeRoy Malmberg

Property Owner:

Signature:

Printed Name:

Title:

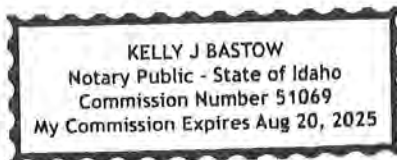
Date:

Jesse LeRoy Malmberg
Jesse LeRoy Malmberg
Owner
8/26/2020

State of Idaho, county of Bonneville, ss.

On this 26th day of Aug, in the year 2020, before me, a Notary Public in and for said County and State, personally appeared E. Roy Malmberg, Idaho Falls, ID, identified to me to be the owner that executed this Environmental Covenant.

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



Kelly J. Bastow
Notary Public for Idaho: Bonneville County
Residing at: Idaho Falls, Idaho
Commission Expires: 8-20-2025

Signature and Acknowledgments

Signature and Acknowledgments

Accepted:

Idaho Department of Environmental Quality

Signature: _____

Printed Name: Jess Bryne

Title: Director, Idaho Department of Environmental Quality

Date: _____

State of Idaho)

) ss.

County of Ada)

On this _____ day of _____, in the year 2020, before me, a Notary Public in and for said County and State, personally appeared Jess Bryne, known or identified to me to be the Interim Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

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

Notary Public for Idaho: _____

Residing at: _____

Commission Expires: _____

Attachment A Legal Description and Deed of Property

Quit Claim Deed

The Jesse LeRoy Malmberg Family Trust, by and through Ruth Malmberg, Trustee and Grantor, of Smithfield, Cache County, Utah, does hereby sell, transfer, convey, quit claim and assign for Ten dollars (\$10.00) and other good and valuable consideration, all of its remaining interest as a tenant-in-common to the following tenants-in-common, Grantees, the following undivided interests as tenants-in-common in the following respective percentages:

The Jesse LeRoy Malmberg Family Trust (Smithfield, Cache County, Utah)	0.00 percent
Jesse LeRoy Malmberg (Idaho Falls, Bonneville County, Idaho)	19.31 percent
Darla Sue Malmberg (Idaho Falls, Bonneville County, Idaho)	18.91 percent

from the property set forth below transferred to the Grantor as Trustee of the Jesse LeRoy Malmberg Family Trust dated the 25th day of March, 1996, Grantee, further divided into tenants-in-common by Quit Claim Deed, dated December 28, 2017, wherein Grantor received a 38.22 percent, of which Grantor now conveys to Grantees.

1. All interest (as set forth above) of the Undersigned in real estate, together with all present and future improvements thereon, and all present and future water and water rights thereunto belonging and also including all present and all future personal property located thereon or wheresoever located:

Tract 5, Block 15, Dwights Section 18, Township 2 North, Range 38 of the EBM, Idaho.

In addition the following parcel described being located in the Dwights Addition to the City of Idaho Falls, Bonneville County, Idaho, and being a portion of street right-of-way located on North Boulevard adjacent to the East Right-of-Way line of Said North Boulevard and being further described as follows: Beginning at the Northwest corner of Lot 25, Block 15, of said Dwights Addition; running thence S89 degrees 49 W 32.38 feet along the alley line extended; thence S25 degrees 06'34"W 35.40 feet; thence S10 degrees 01'39"W 80.61 feet; thence S68 degrees 02'28"E 55.81 feet to a point on the North right-of-way of Yellowstone Avenue and said point beginning a non-tangent curve; thence along said North right-of-way line 13.65 feet along a 215.73 foot radius curve to the left through a central angle of 03 degrees 37'30" with a long chord bearing N51 degrees 58'54"E 13.65 feet; thence S89 degrees 49'W 0.68 feet to the Southwest corner of said Lot 25; thence N00 degrees 11'W 124 feet along said lot line to the point of beginning

Excepting the Easterly 8 feet of aforesaid parcel with the easterly line of Lot 25 and extended to the said North Right-of-way of Yellowstone Avenue and such shall be retained as a storm sewer easement.

Quit Claim Deed

The Jesse LeRoy Malmberg Family Trust, by and through Ruth Malmberg, Trustee and Grantor, of Smithfield, Cache County, Utah, does hereby sell, transfer, convey, quit claim and assign for Ten dollars (\$10.00) and other good and valuable consideration, to the following tenants-in-common, Grantees, the following undivided interests as tenant-in-common in the following respective percentages:

The Jesse LeRoy Malmberg Family Trust (Smithfield, Cache County, Utah)	38.22 percent
Jesse LeRoy Malmberg (Idaho Falls, Bonneville County, Idaho)	18.02 percent
Chance Roy Malmberg (Idaho Falls, Bonneville County, Idaho)	18.02 percent
Anthony Le Malmberg (Idaho Falls, Bonneville County, Idaho)	18.02 percent
Darla Sue Malmberg (Idaho Falls, Bonneville County, Idaho)	7.72 percent

from the property set forth below transferred to the Grantor as Trustee of the Jesse LeRoy Malmberg Family Trust dated the 25th day of March, 1996, Grantee.

1. All interest (as set forth above) of the Undersigned in real estate, together with all present and future improvements thereon, and all present and future water and water rights thereunto belonging and also including all present and all future personal property located thereon or wheresoever located:

Tract 5, Block 15, Dwights Section 18, Township 2 North, Range 38 of the EBM, Idaho.

In addition the following parcel described being located in the Dwights Addition to the City of Idaho Falls, Bonneville County, Idaho, and being a portion of street right-of-way located on North Boulevard adjacent to the East Right-of-Way line of Said North Boulevard and being further described as follows: Beginning at the Northwest corner of Lot 25, Block 15, of said Dwights Addition; running thence S89 degrees 49 W 32.38 feet along the alley line extended; thence S25 degrees 06'34"W 35.40 feet; thence S10 degrees 01'39"W 80.61 feet; thence S68 degrees 02'28"E 55.81 feet to a point on the North right-of-way of Yellowstone Avenue and said point beginning a non-tangent curve; thence along said North right-of-way line 13.65 feet along a 215.73 foot radius curve to the left through a central angle of 03 degrees 37'30" with a long chord bearing N51 degrees 58'54"E 13.65 feet; thence S89 degrees 49'W 0.68 feet to the Southwest corner of said Lot 25; thence N00 degrees 11'W 124 feet along said lot line to the point of beginning

EXHIBIT "A"

The following parcel described being located in the Dwights Addition to the City of Idaho Falls, Bonneville County, Idaho, and being a portion of street right-of-way located on North Boulevard adjacent to the East Right-of-Way line of said North Boulevard and being further described as follows: Beginning at the Northwest corner of Lot 25, Block 15, of said Dwights Addition; running thence S89°49'W 32.38 feet along the alley line extended; thence S25°06'34"W 35.40 feet; thence S10°01'39"W 80.61 feet; thence S68°02'28"E 55.81 feet to a point on the North right-of-way of Yellowstone Avenue and said point beginning a non-tangent curve; thence along said North right-of-way line 13.65 feet along a 215.73 foot radius curve to the left through a central angle of 03°37'30" with a long chord bearing N51°58'54"E 13.65 feet; thence S89°49'W 0.68 feet to the Southwest corner of said Lot 25; thence N00°11'W 124.00 feet along said lot line to the point of beginning.

Excepting the Easterly 8 feet of aforesaid parcel with the easterly line of the said 8 foot strip being common with the West line of said Lot 25 and extended to the said North Right-of-way of Yellowstone Avenue and such shall be retained as a storm sewer easement

QUITCLAIM DEED

THIS INDENTURE, made this 10th day of April, 1998, between the CITY OF IDAHO FALLS, a municipal corporation, hereinafter referred to as "GRANTOR," and THE JESSE LEROY MAIMBERG FAMILY TRUST, whose mailing address is c/o Bluebell Gas Station, 125 Northgate Mile, Idaho Falls, Idaho 83401, hereinafter referred to as "GRANTEE,"

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM, unto the said GRANTEE and to its successors and assigns, forever, all the following described real estate, situated in County of Bonneville, State of Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said GRANTEE and its successors and assigns forever.

Said property more particularly described as 125 NorthGate Mile, Idaho Falls, Bonneville County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of January, 2018.


Ruth Malmberg, Grantor

STATE OF UTAH

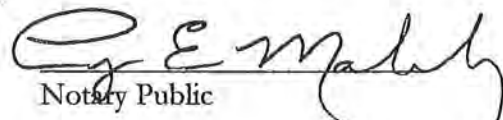
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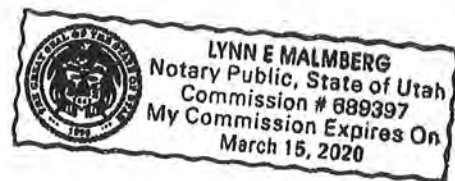
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COUNTY OF CACHE

)

On the 2nd day of January, 2018, personally appeared before me Ruth Malmberg, Grantor, the signer of the within instrument, who duly acknowledged to me she executed the same.


Notary Public



STATE OF IDAHO)
) ss.
County of Bonneville)

On this 31st day of April, 1998, before me, the undersigned, a notary public for Idaho, personally appeared LINDA M. MILAM, known to me to be the Mayor of the City of Idaho Falls, the municipal corporation that executed the foregoing document, and acknowledged to me that such City executed the same.

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



Diana L. Sargent
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11/22/99

Unofficial Document

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its hand the day and
year first above written.

CITY OF IDAHO FALLS

By: *Linda M. Milan*
Linda M. Milan
Mayor

ATTEST:

Rosemarie Anderson
Rosemarie Anderson
City Clerk

(SEAL)



69 APR 15 PM 5 59

BOONE COUNTY
RECORDER

966030

INVEST. NO.	<i>966030</i>
CODE	<i>17100</i>
DATE	<i>12-06-73</i>
RECEIVED	
FILED	
INDEXED	
SEARCHED	
SERIALIZED	
FILED	
DATE	
TIME	
BY	<i>[Signature]</i>
DEPUTY	

Excepting the Easterly 8 feet of aforesaid parcel with the easterly line of Lot 25 and extended to the said North Right-of-way of Yellowstone Avenue and such shall be retained as a storm sewer easement.

Said property more particularly described as 125 NorthGate Mile, Idaho Falls, Bonneville County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of December, 2017.


Ruth Malmberg, Grantor

STATE OF UTAH

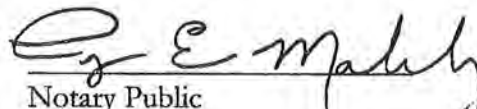
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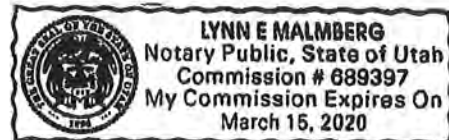
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COUNTY OF CACHE

:

On the 28th day of December, 2017, personally appeared before me Ruth Malmberg, Grantor, the signer of the within instrument, who duly acknowledged to me she executed the same.


Notary Public



Quit Claim Deed

Chance Roy Malmberg, Grantor, does hereby sell, transfer, convey, quit claim and assign for Ten dollars (\$10.00) and other good and valuable consideration, all of his rights, titles and interests in the property set forth below to Jesse LeRoy Malmberg, Grantee, dated the 30th day of January, 2018:

1. All present and future interest of the Undersigned in real estate, together with all present and future improvements thereon, and all present and future water and water rights thereunto belonging and also including all present and all future personal property located thereon or wheresoever located:

Tract 5, Block 15, Dwights Section 18, Township 2 North, Range 38 of the EBM, Idaho.

In addition the following parcel described being located in the Dwights Addition to the City of Idaho Falls, Bonneville County, Idaho, and being a portion of street right-of-way located on North Boulevard adjacent to the East Right-of-Way line of Said North Boulevard and being further described as follows: Beginning at the Northwest corner of Lot 25, Block 15, of said Dwights Addition; running thence S89 degrees 49 W 32.38 feet along the alley line extended; thence S25 degrees 06'34"W 35.40 feet; thence S10 degrees 01'39"W 80.61 feet; thence S68 degrees 02'28"E 55.81 feet to a point on the North right-of-way of Yellowstone Avenue and said point beginning a non-tangent curve; thence along said North right-of-way line 13.65 feet along a 215.73 foot radius curve to the left through a central angle of 03 degrees 37'30" with a long chord bearing N51 degrees 58'54"E 13.65 feet; thence S89 degrees 49'W 0.68 feet to the Southwest corner of said Lot 25; thence N00 degrees 11W 124 feet along said lot line to the point of beginning

Excepting the Easterly 8 feet of aforesaid parcel with the easterly line of Lot 25 and extended to the said North Right-of-way of Yellowstone Avenue and such shall be retained as a storm sewer easement.

Said property more particularly described as 125 Northgate Mile, Idaho Falls, Bonneville County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January, 2018.

Chance Roy Malmberg
Chance Roy Malmberg

STATE OF IDAHO)

:SS

COUNTY OF BONNEVILLE)

On the 30 day of January, 2018, personally appeared before me Chance Roy Malmberg, Grantor, the signer of the within instrument, who duly acknowledged to me he executed the same.



A handwritten signature in cursive script, appearing to read 'Chelsea Carter', written over a horizontal line.

Notary Public

Commission exp Oct 5, 2021

Resides at: 320 A St Idaho

Falls Id 83402

Quit Claim Deed

Darla Sue Malmberg, Grantor, does hereby sell, transfer, convey, quit claim and assign 18.91% and other good and valuable consideration, all of her rights, titles and interests in the property set forth below to Jesse LeRoy Malmberg, Grantee, dated the 30th day of January, 2018:

1. All present and future interest of the Undersigned in real estate, together with all present and future improvements thereon, and all present and future water and water rights thereunto belonging and also including all present and all future personal property located thereon or wheresoever located:

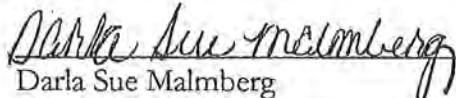
Tract 5, Block 15, Dwights Section 18, Township 2 North, Range 38 of the EBM, Idaho.

In addition the following parcel described being located in the Dwights Addition to the City of Idaho Falls, Bonneville County, Idaho, and being a portion of street right-of-way located on North Boulevard adjacent to the East Right-of-Way line of Said North Boulevard and being further described as follows: Beginning at the Northwest corner of Lot 25, Block 15, of said Dwights Addition; running thence S89 degrees 49 W 32.38 feet along the alley line extended; thence S25 degrees 06'34"W 35.40 feet; thence S10 degrees 01'39"W 80.61 feet; thence S68 degrees 02'28"E 55.81 feet to a point on the North right-of-way of Yellowstone Avenue and said point beginning a non-tangent curve; thence along said North right-of-way line 13.65 feet along a 215.73 foot radius curve to the left through a central angle of 03 degrees 37'30" with a long chord bearing N51 degrees 58'54"E 13.65 feet; thence S89 degrees 49'W 0.68 feet to the Southwest corner of said Lot 25; thence N00 degrees 11W 124 feet along said lot line to the point of beginning

Excepting the Easterly 8 feet of aforesaid parcel with the easterly line of Lot 25 and extended to the said North Right-of-way of Yellowstone Avenue and such shall be retained as a storm sewer easement.

Said property more particularly described as 125 Northgate Mile, Idaho Falls, Bonneville County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January, 2018.


Darla Sue Malmberg

Quit Claim Deed

Darla Sue Malmberg, Grantor, does hereby sell, transfer, convey, quit claim and assign 18.91% and other good and valuable consideration, all of her rights, titles and interests in the property set forth below to Jesse LeRoy Malmberg, Grantee, dated the 30th day of January, 2018:

1. All present and future interest of the Undersigned in real estate, together with all present and future improvements thereon, and all present and future water and water rights thereunto belonging and also including all present and all future personal property located thereon or wheresoever located:

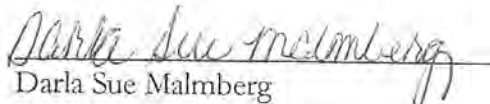
Tract 5, Block 15, Dwights Section 18, Township 2 North, Range 38 of the EBM, Idaho.

In addition the following parcel described being located in the Dwights Addition to the City of Idaho Falls, Bonneville County, Idaho, and being a portion of street right-of-way located on North Boulevard adjacent to the East Right-of-Way line of Said North Boulevard and being further described as follows: Beginning at the Northwest corner of Lot 25, Block 15, of said Dwights Addition; running thence S89 degrees 49 W 32.38 feet along the alley line extended; thence S25 degrees 06'34"W 35.40 feet; thence S10 degrees 01'39"W 80.61 feet; thence S68 degrees 02'28"E 55.81 feet to a point on the North right-of-way of Yellowstone Avenue and said point beginning a non-tangent curve; thence along said North right-of-way line 13.65 feet along a 215.73 foot radius curve to the left through a central angle of 03 degrees 37'30" with a long chord bearing N51 degrees 58'54"E 13.65 feet; thence S89 degrees 49'W 0.68 feet to the Southwest corner of said Lot 25; thence N00 degrees 11W 124 feet along said lot line to the point of beginning

Excepting the Easterly 8 feet of aforesaid parcel with the easterly line of Lot 25 and extended to the said North Right-of-way of Yellowstone Avenue and such shall be retained as a storm sewer easement.

Said property more particularly described as 125 Northgate Mile, Idaho Falls, Bonneville County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January, 2018.


Darla Sue Malmberg

STATE OF IDAHO

)
:ss

COUNTY OF BONNEVILLE

)

On the 30 day of January, 2018, personally appeared before me Chance Roy Malmberg,
Grantor, the signer of the within instrument, who duly acknowledged to me he executed the same.



Ch Carter

Notary Public

Commission exp Oct 5, 2021
Resides at: 320 A St Idaho
Falls Id 83402

STATE OF IDAHO)

:SS

COUNTY OF BONNEVILLE)

On the 30 day of January, 2018, personally appeared before me Darla Sue Malmberg,
Grantor, the signer of the within instrument, who duly acknowledged to me she executed the same.



Chlth
Notary Public

Commission exp: Oct 5, 2021

Resides at: 320 W St Idaho
Falls Id 83402

Quit Claim Deed

Anthony Le Malmberg, Grantor, does hereby sell, transfer, convey, quit claim and assign for Ten dollars (\$10.00) and other good and valuable consideration, all of his rights, titles and interests in the property set forth below to Jesse LeRoy Malmberg, Grantee, dated the 30 day of January, 2018:

1. All present and future interest of the Undersigned in real estate, together with all present and future improvements thereon, and all present and future water and water rights thereunto belonging and also including all present and all future personal property located thereon or wheresoever located:

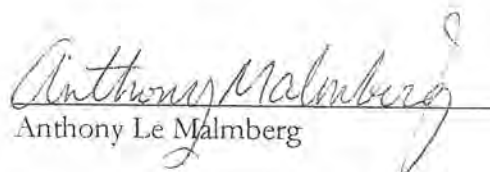
Tract 5, Block 15, Dwights Section 18, Township 2 North, Range 38 of the EBM, Idaho.

In addition the following parcel described being located in the Dwights Addition to the City of Idaho Falls, Bonneville County, Idaho, and being a portion of street right-of-way located on North Boulevard adjacent to the East Right-of-Way line of Said North Boulevard and being further described as follows: Beginning at the Northwest corner of Lot 25, Block 15, of said Dwights Addition; running thence S89 degrees 49 W 32.38 feet along the alley line extended; thence S25 degrees 06'34"W 35.40 feet; thence S10 degrees 01'39"W 80.61 feet; thence S68 degrees 02'28"E 55.81 feet to a point on the North right-of-way of Yellowstone Avenue and said point beginning a non-tangent curve; thence along said North right-of-way line 13.65 feet along a 215.73 foot radius curve to the left through a central angle of 03 degrees 37'30" with a long chord bearing N51 degrees 58'54"E 13.65 feet; thence S89 degrees 49'W 0.68 feet to the Southwest corner of said Lot 25; thence N00 degrees 11W 124 feet along said lot line to the point of beginning

Excepting the Easterly 8 feet of aforesaid parcel with the easterly line of Lot 25 and extended to the said North Right-of-way of Yellowstone Avenue and such shall be retained as a storm sewer easement.

Said property more particularly described as 125 Northgate Mile, Idaho Falls, Bonneville County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of January, 2018.


Anthony Le Malmberg

STATE OF IDAHO

)

:ss

COUNTY OF BONNEVILLE

)

On the 30 day of January, 2018, personally appeared before me Anthony Le Malmberg,
Grantor, the signer of the within instrument, who duly acknowledged to me he executed the same.




Notary Public

Commission exp Oct 5, 2021
Resides at: 320 W Idaho Falls
83402

Quit Claim Deed

Chance Roy Malmberg, Grantor, does hereby sell, transfer, convey, quit claim and assign for Ten dollars (\$10.00) and other good and valuable consideration, all of his rights, titles and interests in the property set forth below to Jesse LeRoy Malmberg, Grantee, dated the 30th day of January, 2018:

1. All present and future interest of the Undersigned in real estate, together with all present and future improvements thereon, and all present and future water and water rights thereunto belonging and also including all present and all future personal property located thereon or wheresoever located:

Tract 5, Block 15, Dwights Section 18, Township 2 North, Range 38 of the EBM, Idaho.

In addition the following parcel described being located in the Dwights Addition to the City of Idaho Falls, Bonneville County, Idaho, and being a portion of street right-of-way located on North Boulevard adjacent to the East Right-of-Way line of Said North Boulevard and being further described as follows: Beginning at the Northwest corner of Lot 25, Block 15, of said Dwights Addition; running thence S89 degrees 49' W 32.38 feet along the alley line extended; thence S25 degrees 06'34"W 35.40 feet; thence S10 degrees 01'39"W 80.61 feet; thence S68 degrees 02'28"E 55.81 feet to a point on the North right-of-way of Yellowstone Avenue and said point beginning a non-tangent curve; thence along said North right-of-way line 13.65 feet along a 215.73 foot radius curve to the left through a central angle of 03 degrees 37'30" with a long chord bearing N51 degrees 58'54"E 13.65 feet; thence S89 degrees 49'W 0.68 feet to the Southwest corner of said Lot 25; thence N00 degrees 11'W 124 feet along said lot line to the point of beginning

Excepting the Easterly 8 feet of aforesaid parcel with the easterly line of Lot 25 and extended to the said North Right-of-way of Yellowstone Avenue and such shall be retained as a storm sewer easement.

Said property more particularly described as 125 Northgate Mile, Idaho Falls, Bonneville County, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January, 2018.

Chance Roy Malmberg
Chance Roy Malmberg

STATE OF IDAHO)
 :SS
COUNTY OF BONNEVILLE)

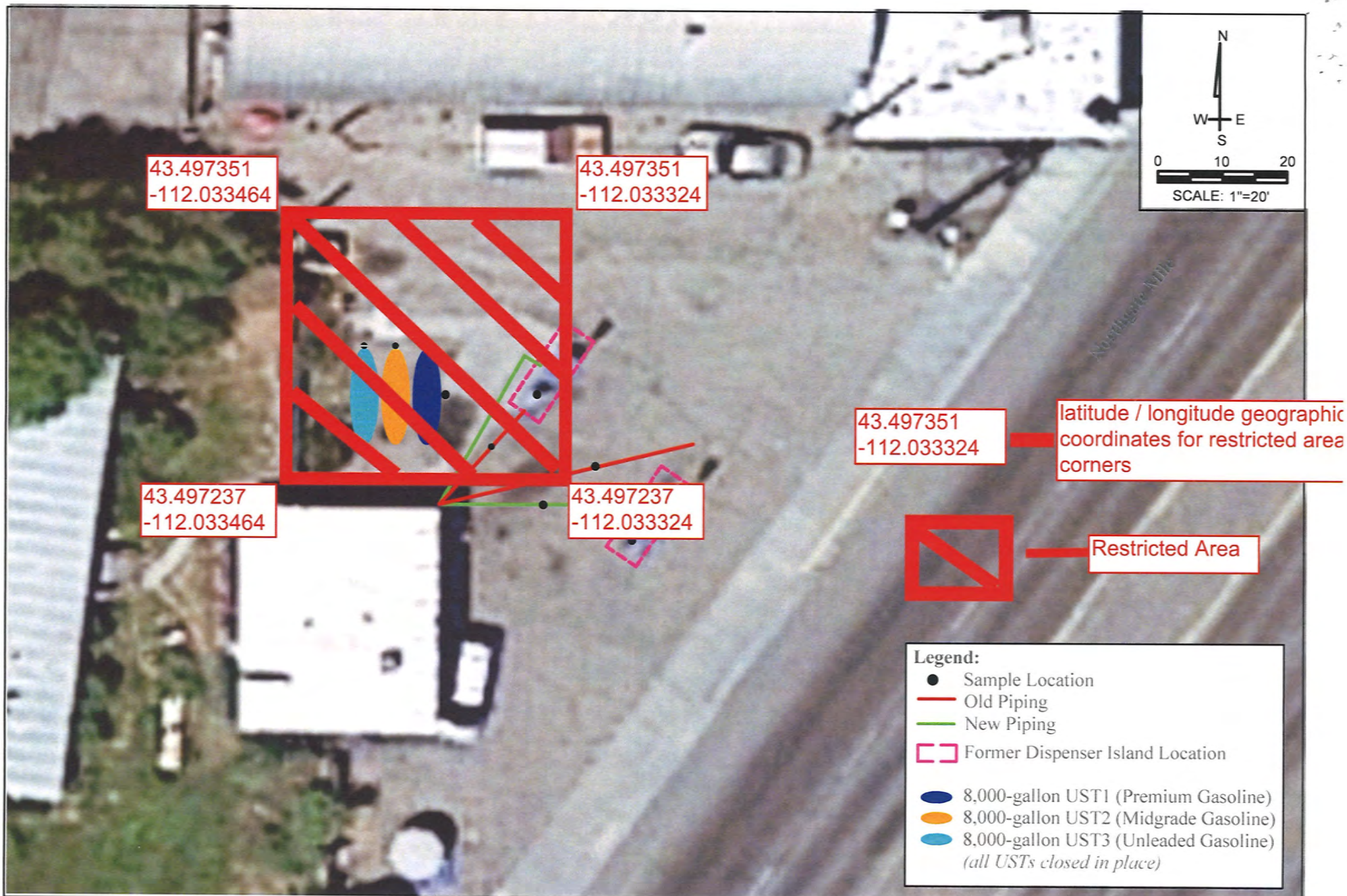
On the 30 day of January, 2018, personally appeared before me Darla Sue Malmberg,
Grantor, the signer of the within instrument, who duly acknowledged to me she executed the same.



Chlth
Notary Public

Commission exp: Oct 5, 2021
Resides at: 320 N St Idaho
Falls ID 83402

Attachment B Map of Restricted Area



			PROJECT NAME:	FIGURE 1	<p>This map was produced using information obtained from several different sources that have not been independently verified. These sources have also not provided information on the precision and accuracy of the data. Information on this map is not a substitute for survey data.</p>
			Blue Bell	Restricted Area Map	
			125 Northgate Mile Idaho Falls, Idaho 83401		