

**REGULAR CITY COUNCIL MEETING
AIRPORT CONCESSION AGREEMENT
EXECUTIVE SUMMARY
AUGUST 6, 2026**

Pocatello TMX has requested to renew their lease agreement for approximately 13.7 acres of property at the airport upon which they operate a motocross facility. The new lease will be for a five-year term at a rental rate of \$6,199.79 per year with annual increases according to the CPI.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney
DATE: July 24, 2026
RE: Lease Renewal Agreement

BT

I have reviewed the lease renewal agreement with Pocatello TMX. I have no legal concerns with the Council's approval of the lease renewal or the authorization of the Mayor to sign it.

Please let me know if you have any questions or concerns.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCATELLO AND JERAME D. TEEL, D/B/A/ POCATELLO TMX FOR THE LEASE OF CERTAIN REAL PROPERTY; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pocatello (“City”) is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, on April 15, 2021, Lessor entered into an amended lease agreement with Lessee for the purpose of conducting off-road motorcycle recreational and competitive activities; and

WHEREAS, Lessee desires to renew said lease of the hereinafter described land at the Pocatello Regional Airport for the purpose of conducting off-road motorcycle recreational and competitive activities; and

WHEREAS, the City Council has determined that leasing the subject property pursuant to the terms of the attached Lease Agreement is appropriate and is in the best interest of the citizens of Pocatello.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. The Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.
2. The Mayor and City Clerk are authorized to respectively execute and attest said Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of _____, 2026.

CITY OF POCA TELLO, a municipal
corporation of Idaho

MARK DAHLQUIST, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as “AGREEMENT”, made and entered into this ____ day of _____, 2026, by and between the CITY OF POCA TELLO, a municipal corporation of Idaho, hereinafter referred to as “LESSOR”, and JERAME D. TEEL, d/b/a POCA TELLO TMX, hereinafter referred to as “LESSEE”,

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, on April 15, 2021, Lessor entered into an amended lease agreement with Lessee for the purpose of conducting off-road motorcycle recreational and competitive activities; and

WHEREAS, Lessee desires to renew said lease of the hereinafter described land at the Pocatello Regional Airport for the purposes of conducting said activities.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. PREMISES

Lessor hereby lets and rents to Lessee the following described real property more particularly described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein.

II. TERM

The term for this Lease shall be for five (5) years commencing September 1, 2026, and terminating on August 31, 2031.

III. PURPOSE

Lessee may use the leased premises for the purpose of operating a motocross speedway with off-road motorcycle recreational and competitive activities and for no other purposes without the expressed written authorization of the Lessor.

IV. RENTAL

For the first year of this Lease, commencing September 1, 2026 and terminating August 31, 2027, Lessee shall pay to Lessor the sum of Six Thousand One-Hundred Ninety-Nine Dollars and Seventy-Nine Cents, (\$6,199.79), which sum is payable on or before the 5th day of September. For each succeeding year, the annual rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2031, then once every five (5) years thereafter. For each succeeding rental period, the rental payment shall be made on or before the 5th day of September of that year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of \$150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to

Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

V. EXAMINATION OF PREMISES

Lessee has inspected the aforescribed premises and accepts the same in “as is” Condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Lease except as expressly set forth in this Lease, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

VI. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

VII. MAINTENANCE OF FACILITY

Lessee shall not alter the leased premises without prior written permission of Lessor. Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. All roadways or other paved/asphalt areas within the demised premises shall be maintained by Lessee at Lessee's expense. Lessor shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time.

VIII. UTILITIES

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent.

IX. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Lease or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Lease and the execution of a new Lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

X. INDEMNIFICATION

Lessee agrees that he will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in

Section XI covering the activities of Lessee, his agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, his agents, servants, invitees, officers, and employees, in connection with this Lease, or the use in common with others of the Pocatello Regional Airport.

XI. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of

personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

C. If applicable, Lessee shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Lease. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section X. The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Lease.

XII. DISCHARGE OF LIENS

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided, however, that Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

XIII. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Section II above, either party may, at any time, terminate this Lease upon giving ninety (90) days written notice to the other party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Lease except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Lease during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

XIV. TERMINATION

On the termination date of this Lease, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Lease shall be forthwith removed by Lessee, including fixtures at the option of Lessor. In so doing, Lessee shall ensure that any remaining equipment and furnishings are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

XV. CONSTRUCTION OF IMPROVEMENTS

Prior to any construction, alteration, or changes upon the leased premises, Lessee shall

submit to Lessor final plans and specifications, site-use plans and architectural plans renderings thereof and shall not commence any construction until approval has been given by the Lessor through the Airport Manager and appropriate building permits are issued.

XVI. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

XVII. DEFAULT

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Lease, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

XVIII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Lease. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

XIX. ENVIRONMENTAL MATTERS

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants,

contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Lease and through and until the date on which Lessee vacates the leased premises.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.*), and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

XX. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other

environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Lease, hereafter located on the leased premises, and hold harmless the Lessor, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

XXI. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's

written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

XXII. . MISCELLANEOUS

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the Lease, and to reenter and repossess said land and facilities thereon, and hold the same as if said Lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under

applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Lease shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Lease and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. NO WAIVER. The failure by the City to require strict performance of any condition of this Lease shall not affect the Lessor's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the Lessor must be in writing.

E. SECTION CAPTIONS. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

F. CONSTRUCTION. This Lease shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Lease shall be made in a Court of competent jurisdiction against the interests of any party to the Lease on the basis that the party had primary responsibility for drafting the Lease.

G. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Lease shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

H. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the Lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Lease can only be modified or amended in writing upon the mutual agreement of the parties hereto.

I. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased demise by any third-party governmental agency including, but not an exhaustive list, any county, local taxing district or any Tribal authority. Moreover, Lessee shall not enter into any written agreement with any third-party governmental agency regarding the leased premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

J. CORPORATE AUTHORITY. Any individual or individuals executing this Lease on behalf of any corporation which is a Party hereto, hereby acknowledge and represent that they have the power and authority to so bind the corporate authority, and that such authority was conferred by an act of the Board of Directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this Lease on behalf of any corporate party hereto, do not have authority to so bind the corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

K. SEVERABILITY. If any provision of this Lease shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Lease shall not be affected thereby.

XXIII. NOTICES

All notices under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR: City of Pocatello
Attn: Airport Manager
P.O. Box 4169
Pocatello, ID 83205

LESSEE: Jerame D. Teel
d/b/a Pocatello TMX
252 North 3rd Avenue
Pocatello, ID 83201

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

XXIV. ATTORNEY'S FEES UPON BREACH

In the event it becomes necessary for either party to enforce the terms of this Lease, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Lease. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be signed by their authorized representatives the date and year first above written.

CITY OF POCA TELLO, a municipal corporation
of Idaho

MARK DAHLQUIST, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

JERAME D. TEEL, d/b/a POCA TELLO TMX

JERAME D. TEEL

STATE OF IDAHO)
 :ss
County of Bannock)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Mark Dahlquist and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that such corporation 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.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

STATE OF IDAHO)
 :SS
County of Bannock)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Jerame D. Teel, d/b/a Pocatello TMX, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he 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.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

EXHIBIT A

A 13.70 ACRE IRREGULAR SHAPED PARCEL OF LAND LOCATED AT THE POCATELLO REGIONAL AIRPORT, LOCATED IN SECTION 11, TOWNSHIP 6 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, BEING MARKED BY A BLM ALUMINUM CAP MONUMENT, AND RECORDED UNDER INSTRUMENT NO. 220644;

THENCE SOUTH $00^{\circ} 10'34''$ WEST, ALONG THE MERIDIONAL CENTERLINE OF SECTION 11 (BASIS OF BEARING PER THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM) A DISTANCE OF 1422.91 FEET, TO A POINT ON SAID SECTION LINE, WHICH BEARS NORTH $00^{\circ} 10'34''$ EAST A DISTANCE OF 1227.20 FEET FROM THE CENTER 1/4 CORNER OF SECTION 11, MARKED BY A BLM ALUMINUM CAP MONUMENT, AND RECORDED UNDER INSTRUMENT NO. 220647, THE TRUE POINT OF BEGINNING;

THENCE SOUTH $00^{\circ} 10'34''$ WEST, ALONG SAID MERIDIONAL CENTERLINE, A DISTANCE OF 577.09 FEET;

THENCE SOUTH $83^{\circ} 06' 15''$ WEST, A DISTANCE OF 757.61 FEET;

THENCE SOUTH $83^{\circ} 30'41''$ WEST, A DISTANCE OF 300.21 FEET;

THENCE NORTH $02^{\circ} 01' 24''$ WEST, A DISTANCE OF 389.02 FEET;

THENCE NORTH $86^{\circ} 06' 41''$ EAST, A DISTANCE OF 291.35 FEET;

THENCE NORTH $03^{\circ} 15'40''$ WEST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH $89^{\circ} 33'38''$ EAST, A DISTANCE OF 792.34 FEET;

TO THE TRUE POINT OF BEGINNING.

COMPRISING 13.70 ACRES MORE OR LESS

RECORD OF SURVEY AIRPORT LEASE AGREEMENTS

LOCATED IN THE
SE 1/4 NW 1/4 OF SECTION 11,
T. 6 S., R. 33 E., B.M.,
POWER COUNTY, IDAHO



SCALE: 1 INC=1 = 60 FEET

BASIS OF BEARING
CITY OF POCA TELLO GRID BEARING BASED ON THE
CENTRAL MERIDIAN OF THE EAST ZONE OF THE
IDAHO STATE PLANE COORDINATE SYSTEM ALONG
THE EAST LINE OF SECTION 10 AS DEPICTED

N 1/4 COR. SEC. 11,
FOUND 5/8" DIA. B.M.
ALUMINUM CAP
MONUMENT
CP&F INST. NO. 220844



NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REDEFINE THE BOUNDARY LINE OF THE LEASE AGREEMENT FOR THE EXISTING MOTO-CROSS RACE TRACK, AND TO ACCOMMODATE A NEW LEASE FOR AN ADDITIONAL RECREATIONAL OUTDOOR TRAIL. THE BOUNDARY LINE OF THE NEW PARCEL WAS PREDETERMINED BY OTHERS AND IS TO ADJOIN AND OVERLAP A PORTION OF THE OLD MOTO-CROSS LEASE AREA. THE EAST LINE OF SECTION 10 WAS PHYSICALLY LOCATED PER THIS SURVEY AND MATCHED EXISTING DATA FROM THE CITY OF POCA TELLO DATA BASE. THE BEARINGS ARE GRID BEARINGS BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM (EAST ZONE) AND COORDINATES ARE MODIFIED TO CITY OF POCA TELLO DATUM. A COMBINED SCALE FACTOR OF 1.00027224 WAS APPLIED TO GRID DISTANCES TO MATCH GROUND DISTANCES.

SURVEYOR'S CERTIFICATE

I, GERALD V. EVANS 10342 IDAHO, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE LAWS, CHAPTER 19, TITLE 55, IDAHO CODE, AT THE REQUEST OF THE CITY OF POCA TELLO

GERALD V. EVANS PLS-10342

DATE



COUNTY RECORDER

RECORD OF SURVEY
AIRPORT LEASE AGREEMENTS
LOCATED IN THE
N 1/2 OF SECTION 10,
T. 6 S., R. 33 E., B.M.,
POWER COUNTY, IDAHO

CITY OF POCA TELLO
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