



**CITY OF MIDDLETON**

P O Box 487  
 1103 W MAIN ST, MIDDLETON, ID 83644  
 208-585-3133, FAX: 208-585-9601  
 WWW.MIDDLETON.ID.GOV

**Planning & Zoning Department**  
**Master Land Use Application**

Fee Paid: \$ 6,650 XBP: 96457813  
 Application Accepted by: B. White Street  
 Date Application Accepted: 3/19/2021

**OWNER/APPLICANT:**

Infinite Real Estate	(801) 309-6485	amy@infiniterealestategroup.com	
Name	Phone	Email	
719 Blue Ridge Circle	Alpine	Utah	84004
Mailing Address	City	State	Zip Code

**REPRESENTATIVE:**

Amy Johnson	(801) 309-6485	amy@infiniterealestategroup.com	
Name	Phone	Email	
719 Blue Ridge Circle	Alpine	Utah	84004
Mailing Address	City	State	Zip Code

**PUBLIC HEARINGS\***

- Annexation and Zoning
- Rezone
- Vacate Right-of-Way
- Comprehensive Plan Map or Text Amendment

**PUBLIC HEARINGS\***

- Development Agreement
- Ordinance Amendment
- Special Use Permit
- Variance

**MISC. APPLICATIONS**

- Design Review\*\*\*
- Preliminary Plat\*\*
- Final Plat\*\*
- Construction Plans\*\*\*

**MISC. APPLICATIONS**

- Lot Line Adjustment\*\*\*
- Floodplain\*\*\*
- Time Extension\*\*\*
- Approach Permit\*\*\*

\* **Public Hearings:** a neighborhood meeting is required before filing an application, and individuals have a right to participate in the hearing by offering comments. Plats not designed to city code and standards require a neighborhood meeting and public hearing.

\*\* **Public Meetings:** Individuals have a right to observe, but not comment, at an open meeting at which the application is being considered by decision makers. Plats designed to city code and standards do not require a public hearing. A neighborhood meeting is still required.

\*\*\* **Administratively:** reviewed and approved by the City Engineer and Zoning Official.

Subdivision or Project Name: Pheasant Ridge Phase N/A

Site Address: Approximately 2800 Emmett Rd Total Acres: 45.71 acres

Tax Parcel No(s): R34445012A2

Existing Zoning: Rural Residential Proposed Zoning: R-3 Residential

Floodplain Zone: \_\_\_\_\_ Hillside (grades exceeding 10%): None

Amy Johnson  
 Printed Name

03-19-2021  
 Date

Amy Johnson  
 Signature



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Planning & Zoning Department  
**Checklist Comprehensive Plan  
 Text and/or Map Amendment**

Please submit all items listed below. Applications missing any of the following items will be deemed incomplete, and the application will not be processed.

Applicant	Description	Staff
<i>12</i>	Completed and signed Master Land Use Application	
	Fee	
<i>12</i> <i>12</i>	Neighborhood Meeting Notice, sign-in sheet, and minutes summarizing discussion.	
<i>12</i>	Electronic copy of entire application via USB	
<i>12</i>	<b>Two sets</b> of adhesive mailing labels containing the names and addresses of property owners within 300 feet of the perimeter boundary of the subject property. Contact Canyon County Plat Room at (208) 455-6016 for a list of landowners.	
<b>Additional Map Amendment Requirements</b>		
<i>12</i>	Narrative fully describing the following: <ul style="list-style-type: none"> <li>• Specific details of the change requested.</li> <li>• Description of the project proposed on the subject property.</li> <li>• Description of how the amendment will provide an improved guide to future growth and development of the city.</li> <li>• Information on the subject property.</li> <li>• Any other data or information to support the application.</li> </ul>	
	Scaled Vicinity Map	
<i>12</i> <i>12</i>	Recorded warranty deed showing proof of ownership of the subject property.	
<i>12</i>	If a representative is submitting the application, please provide a letter from the owner authorizing the representative to submit the application	
<b>Additional Text Amendment Requirements</b>		
Not Applicable	Narrative fully describing the following: <ul style="list-style-type: none"> <li>• Specific details of the change requested.</li> <li>• Description of how the amendment will provide an improved guide to future growth and development of the city</li> <li>• Any other data or information to support the application.</li> </ul>	
Not Applicable	Redline copy of changes to be made to text, including underline and strike out changes for text to be added and/or omitted.	

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Planning & Zoning Department  
**Preliminary Plat Checklist**

Please submit all items listed below. Applications missing the following items will be deemed incomplete, and the application will not be processed.

Applicant	Description	Staff
17	Completed and signed Master Land Use Application	
	Fee	
17	Narrative fully describing the proposed project. Additionally: <ul style="list-style-type: none"> <li>• Please indicate whether a variance or special use permit is being requested along with the preliminary plat.</li> <li>• Describe requirements imposed by any Development Agreement, Covenants or other commitments.</li> <li>• Describe any anticipated adverse impacts on adjoining property.</li> <li>• Describe how the request is consistent with the Middleton Comprehensive Plan.</li> </ul>	
17	Vicinity Map	
17	Proposed Preliminary Plat (3 full-size paper copies & 1 electronic full-size copy provided on a USB)	
17	Drainage Calculations - preliminary	
17	Title Report/Commitment (Schedule B)	
17	Preliminary Plat must comply with Middleton City Code 5-4-4	
17	Warranty Deed showing proof of ownership	
17	If owner is not the applicant, then representative must provide a letter showing the owner's authorization for representative to submit the application.	
17	<b>Two sets</b> of adhesive mailing labels containing the names and addresses of property owners within 300 feet of the perimeter boundary of the subject property. Contact Canyon County Plat Room at (208) 455-6016 for a list of landowners.	
17	Copy of neighborhood meeting notice, sign-in sheet, and minutes summarizing discussion	
17	Traffic Impact Study if residential subdivision with more than 25 dwelling units.	
17	Electronic copy of entire application on USB	

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Planning & Zoning Department  
**Annexation & Zoning Checklist**

Please submit all items listed below. Applications missing the following items will be deemed incomplete, and the application will not be processed.

Applicant	Description	Staff
<i>14</i>	Completed and signed Master Land Use Application	
<i>14</i>	Fee	
<i>14</i>	Narrative fully describing the proposed project and zoning requested. Describe how the request is consistent with the Middleton Comprehensive Plan.	
<i>14</i>	Scaled Vicinity Map	
<i>14</i>	Legal description of entire property to be annexed. Legal description must be stamped and signed by a land surveyor registered in the State of Idaho.	
<i>14</i>	Scaled Exhibit map showing boundaries of the legal description for the entire property to be annexed. <b>The exhibit must be in compliance with Idaho State Tax Commission Property Tax Administrative Rules IDAPA 35.01.03.225.01.h.</b> It is used by the Tax Commission to create the new parcel.	
<i>14</i>	Legal description for each zoning designation. <ul style="list-style-type: none"> <li>• Legal Description must be stamped and signed by land surveyor registered in the State of Idaho</li> <li>• Include scaled exhibit map showing the boundaries of the legal description for each zone.</li> </ul>	
<i>14</i>	Recorded warranty deed showing proof of ownership	
<i>14</i>	If the representative is submitting the application, provide a letter from the owner authorizing the representative to submit the application.	
<i>14</i>	<b>Two sets</b> of adhesive mailing labels containing the names and addresses of property owners within 300 feet of the perimeter boundary of the subject property. Contact Canyon County Plat Room at (208) 455-6016 for a list of landowners.	
<i>14</i>	Copy of neighborhood meeting notice, sign-in sheet, and minutes summarizing the meeting discussion	
<i>14</i>	Electronic copy of entire application	
<i>14</i>	*A Development Agreement is required for all annexations. Please submit the Development Agreement checklist with this application.	
<i>14</i>	**If the Land Use Map needs to be changed with the Annexation, please submit a Comprehensive Plan Map Amendment application with this application.	



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Planning & Zoning Department  
**Development Agreement / Modified  
 Development Agreement Checklist**

**Please submit all items listed below. Applications missing the following items will be deemed incomplete, and the application will not be processed.**

Applicant	Description	Staff
17	Completed and signed Master Land Use Application	
	Fee	
17	Narrative fully describing the following: <ul style="list-style-type: none"> <li>Proposed project and project name.</li> <li>Zoning requested.</li> <li>How the request is consistent with the Middleton Comprehensive Plan.</li> <li>Any variances or special use permits being requested.</li> </ul>	
17	Scaled Vicinity Map of subject property	
17	Legal description of subject property. <ul style="list-style-type: none"> <li>Legal description must be signed and stamped by a land surveyor registered in the State of Idaho</li> <li>Include scaled exhibit map showing the boundaries of the legal description</li> </ul>	
17	Recorded warranty deed showing proof of ownership	
17	If the representative is submitting the application, provide a letter from the owner authorizing the representative to submit the application	
17	<b>Two sets</b> of adhesive mailing labels containing the names and addresses of property owners within 300 feet of the perimeter boundary of the subject property. Contact Canyon County Plat Room at (208) 455-6016 for a list of landowners.	
17	Neighborhood Meeting Notice, sign-in sheet, and minutes summarizing discussion	
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<b>Additional Map Amendment Requirements</b>		
	Narrative fully describing the following: <ul style="list-style-type: none"> <li>• Specific details of the change requested.</li> <li>• Description of the project proposed on the subject property.</li> <li>• Description of how the amendment will provide an improved guide to future growth and development of the city.</li> <li>• Information on the subject property.</li> <li>• Any other data or information to support the application.</li> </ul>	
	Scaled Vicinity Map	
	Recorded warranty deed showing proof of ownership of the subject property.	
	If a representative is submitting the application, please provide a letter from the owner authorizing the representative to submit the application	
<b>Additional Text Amendment Requirements</b>		
	Narrative fully describing the following: <ul style="list-style-type: none"> <li>• Specific details of the change requested.</li> <li>• Description of how the amendment will provide an improved guide to future growth and development of the city</li> <li>• Any other data or information to support the application.</li> </ul>	
	Redline copy of changes to be made to text, including underline and strike out changes for text to be added and/or omitted.	

## **ANNEXATION & ZONING NARRATIVE**

### **PROJECT DESCRIPTION AND ZONING**

The project consists of two (2) parcels of contiguous land totaling approximately 45.71 acres. The parcels are zoned "Agricultural Residential" (AG) and located across the street from the Middleton High School on Emmett Road. The proponents are calling this project Pheasant Ridge.

The proponents are requesting a change of zoning for Pheasant Ridge from AG to R-3 "Single Family Residential". The proposed master-planned community will subdivide the parcels into single family home lots. The goal of the development is to provide wide expansive lots and a well thought out development. There will be a total of 137 lots over 45.71 acres, producing a lot density of 2.99 units per acre. All of the zoning restrictions are respected - including minimum lot size, minimum lot width, 50 ft road allowance (including sidewalks), setbacks, and maximum height. In the project we have even designed larger widths so we can provide a superior product and comply with the city's ample set back requirements.

A separate application will be made to relocate the existing access from Emmett Road further South on Emmett for a Right in Right Out access onto Emmett Road with Canyon Highway District 4.

### **COMPATIBILITY WITH COMPREHENSIVE PLAN**

The project is consistent with the Middleton Comprehensive Plan, specifically regarding the goals for Land Use. Pheasant Ridge promotes quality of life and is aligned with the City's goals for single family homes in the area, which are in high demand. The development is proposing that it be annexed into Middleton which would allow Pheasant Ridge to access the public roadway, as well as City services.

### **REQUEST FOR VARIANCES**

The proponent is requesting zero variances; The proposed development respects all density, lot size, setback, road allowance and height restrictions.

### **ROADS AND ACCESS**

There will be a total of two points of access into the development. It is understood that the Right in Right Out access to Emmett Rd from Pheasant Ridge will require approval from the County which has jurisdiction for the road. The second access point into the development will be in the Southwest corner of the subject property and connect to the continuation of 9<sup>th</sup> street (west of the Emmett / 9th Street roundabout). The access to 9th Street will require offsite improvements

crossing the parcel along the Southern border to the subject property. This servitude is contemplated in a covenant attached to the purchase agreement (attached hereto as Exhibit A). The access request for the relocated entry/exit on Emmett has been submitted to Canyon Highway District no 4 for approval.

As part of this proposed development plan, the proponent is planning to donate a strip of land adjacent to Emmett Road to allow for future widening of Emmett Road should the city require it. The roads within the proposed development are designed to be in compliance with ISPWC standards.

### **DEVELOPMENT AGREEMENT REQUIREMENTS**

A development agreement is being proposed for this project. In the agreement, the City of Middleton agrees to the requested zone change and the developer agrees to build no more than 137 residential units. The project shall comply with the Middleton Comprehensive Plan and Middleton City Code, and all state and federal law as they exist in final form at the time the development application was submitted.

### **IMPACTS TO ADJOINING PROPERTY**

As with all development, there will be some impacts to the adjoining properties. For a short period, there will be construction impacts of noise, dust, construction activity, road work, and similar impacts associated with larger developments. These impacts will be confined to the working hours permitted by the City's noise ordinance. In the long term, the community will also experience a modest increase in traffic to the area as outlined in the traffic study which accompanies this application. When you compare the traffic study and impact to the community you can see that this development will have a minimal impact on the surrounding community.

Lighting along Emmett Road will be consistent with City standards for primary thoroughfares. It should not have a significant impact on the surrounding neighborhoods as the light will face down and toward the busy road. We do not anticipate nuisances out of the ordinary for residential zones.

### **COMMUNITY INPUT**

A Community meeting was held on February 18, 2021 in which residents within a 300 foot radius of the property boundary were invited to comment on the proposed development. The notes and attendance records are submitted as part of the application. There were no objections to the proposed development. The primary concern voiced centered around whether existing area residents would be forced to annex into the city as a result of the new development and experience a high property tax burden as a result. A secondary concern was raised regarding increased traffic in the area. This secondary concern is addressed in the traffic study that forms part of this application.



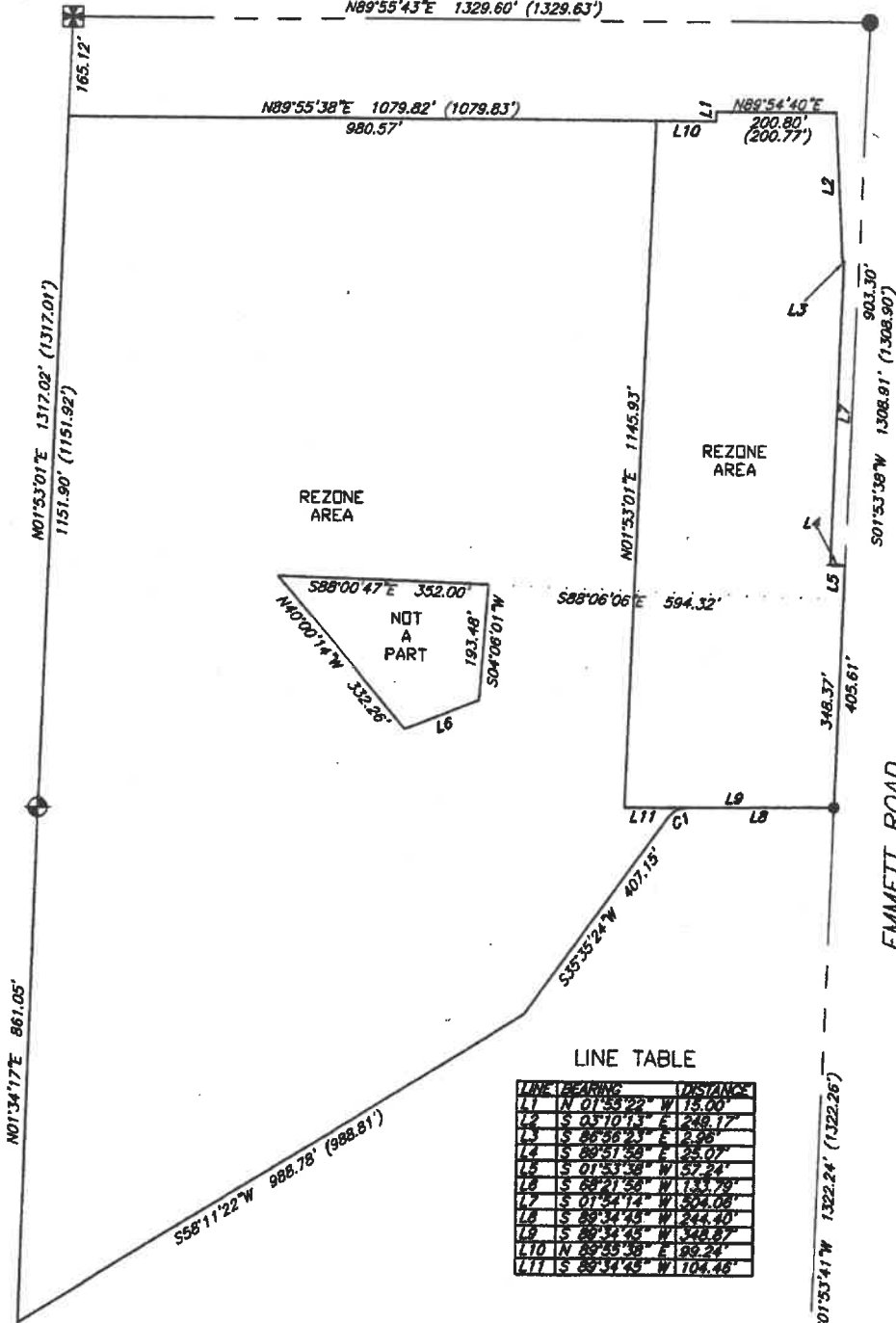
**REZONE-EXHIBIT MAP**  
**A PORTION OF GOV. LOT 1 AND THE SE 1/4 NE 1/4**  
**SEC. 2, T. 4 N., R. 3 W., B.M.**  
**CANYON COUNTY, IDAHO**

1 inch = 300 ft.

E 1/16 CORNER  
CR# 2018046327

WILLIS ROAD

NE CORNER SEC. 2  
CR# 2011046306



REZONE AREA

REZONE AREA

NOT A PART

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°53'22" W	15.00'
L2	S 03°10'13" E	248.17'
L3	S 88°36'23" E	3.08'
L4	S 88°37'58" E	25.00'
L5	S 01°53'38" W	57.24'
L6	S 88°21'58" W	133.79'
L7	S 01°54'12" W	503.08'
L8	S 88°34'43" W	243.40'
L9	S 88°34'45" W	343.87'
L10	N 88°35'38" E	88.24'
L11	S 88°34'45" W	104.46'

CURVE TABLE

CHORD BEARING	CHORD LENGTH	ARC LENGTH	CHORD BEARING	DELTA ANGLE
C1	36.23'	36.99'	S 62°35'04" W	153°59'21"

**LEGEND**

- Found 5/8" Rebar
- Found Brass Cap
- Found Aluminum Cap
- Lot Line
- Centerline



**EAGLE LAND SURVEYING, LLC.**  
 106 W MAIN ST UNIT D, MIDDLETON, ID 83644  
 (208) 861-7513; pin12220@yaho.com

E 1/4 CORNER  
CR# 2011046305



Job No. 2020-025

J.B.F.

2-18-21

**BOUNDARY DESCRIPTION  
FOR  
PHEASANT RIDGE**

**REZONE**

A part of Government Lot 1 and the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the Southeast corner of Government Lot 1 of said Section; thence S89°34'45"W 50.04 feet along the South line of Government Lot 1 of said Section to the Point of Beginning; thence S89°34'45"W 298.83 feet; thence N01°53'01"E 1145.93 feet; thence N89°55'38"E 99.24 feet; thence N01°55'22"W 15.00 feet; thence N89°54'40"E 200.80 feet to the West right-of-way line of Emmett Road; thence along said West right-of-way line the following three (3) courses: (1) thence S03°10'13"E 249.17 feet; (2) thence S86°56'23"E 2.96 feet; (3) thence S01°54'14"W 504.06 feet; thence S89°51'58"E 25.07 feet to a point on the East line of Government Lot 1 of said Section; thence S01°53'38"W 405.61 feet along said East line to the Point of Beginning.

Parcel contains 380,660 square feet or 8.74 acres, more or less.





Job No. 2020-025

J.B.F.

2-18-21

**BOUNDARY DESCRIPTION  
FOR  
PHEASANT RIDGE**

**REZONE**

A part of Government Lot 1 and the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence S89°34'45"W 244.40 feet along the South line of Government Lot of said Section to the Point of Beginning (said point being a point of a curve); thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet); thence S35°35'24"W 407.15 feet; thence S58°11'22"W 988.78 feet to a point on the West line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section; thence N01°34'17"E 861.05 feet along said West line to the Southwest corner of Government Lot 1 of said Section; thence N01°53'01"E 1151.90 feet along the West line of said Government Lot 1; thence N89°55'38"E 980.57 feet; thence S01°53'01"W 1145.93 feet to a point on the South line of said Government Lot 1; thence N89°34'45"E 104.46 feet along said South line to the Point of Beginning.

Excluding the following parcel:

A part of Government Lot 1 in Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the Southeast corner of Government Lot 1 of said Section; thence N01°53'38"E 348.37 feet along the East line of said Government Lot 1; thence N88°06'06"W 594.32 feet to a found 5/8" rebar with cap labeled "PLS 15352" (said point being the Point of



Beginning); thence S04°06'01"W 193.48 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence S68°21'56"W 133.79 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence N40°00'14"W 332.26 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S88°00'47"E 352.00 feet to the Point of Beginning.

Parcel contains 1,610,369 square feet or 7.92 acres, more or less.



## **PRELIMINARY PLAT NARRATIVE**

### **PROJECT DESCRIPTION AND ZONING**

The project consists of two (2) parcels of contiguous land totaling approximately 45.76 acres. The parcels are zoned "Agricultural Residential" (AG) and located across the street from the Middleton High School on Emmett Road. The proponents are calling this project Pheasant Ridge.

The proponents are requesting a change of zoning for Pheasant Ridge from AG to R-3 "Single Family Residential". The proposed master-planned community will subdivide the parcels into single family home lots. The goal of the development is to provide wide expansive lots and a well thought out development. There will be a total of 137 lots over 45.76 acres, producing a lot density of 2.99 units per acre. All of the zoning restrictions are respected - including minimum lot size, minimum lot width, 50 ft road allowance (including sidewalks), setbacks, and maximum height. In the project we have even designed larger widths so we can provide a superior product and comply with the city's ample set back requirements.

A separate application will be made to relocate the existing access from Emmett Road further South on Emmett for a Right in Right Out access onto Emmett Road with Canyon Highway District 4.

### **COMPATIBILITY WITH COMPREHENSIVE PLAN**

The project is consistent with the Middleton Comprehensive Plan, specifically regarding the goals for Land Use. Pheasant Ridge promotes quality of life and is aligned with the City's goals for single family homes in the area, which are in high demand. The development is proposing that it be annexed into Middleton which would allow Pheasant Ridge to access the public roadway, as well as City services.

### **REQUEST FOR VARIANCES**

The proponent is requesting zero variances; The proposed development respects all density, lot size, setback, road allowance and height restrictions.

### **ROADS AND ACCESS**

There will be a total of two points of access into the development. It is understood that the Right in Right Out access to Emmett Rd from Pheasant Ridge will require approval from the County which has jurisdiction for the road. The second access point into the development will be in the Southwest corner of the subject property and connect to the continuation of 9<sup>th</sup> street (west of the Emmett / 9th Street roundabout). The access to 9th Street will require offsite improvements crossing the parcel along the Southern border to the subject property. This servitude is

contemplated in a covenant attached to the purchase agreement (attached hereto as Exhibit A). The access request for the relocated entry/exit on Emmett has been submitted to Canyon Highway District no 4 for approval.

As part of this proposed development plan, the proponent is planning to donate a strip of land adjacent to Emmett Road to allow for future widening of Emmett Road should the city require it. The roads within the proposed development are designed to be in compliance with ISPWC standards.

### **DEVELOPMENT AGREEMENT REQUIREMENTS**

A development agreement is being proposed for this project. In the agreement, the City of Middleton agrees to the requested zone change and the developer agrees to build no more than 137 residential units. The project shall comply with the Middleton Comprehensive Plan and Middleton City Code, and all state and federal law as they exist in final form at the time the development application was submitted.

### **IMPACTS TO ADJOINING PROPERTY**

As with all development, there will be some impacts to the adjoining properties. For a short period, there will be construction impacts of noise, dust, construction activity, road work, and similar impacts associated with larger developments. These impacts will be confined to the working hours permitted by the City's noise ordinance. In the long term, the community will also experience a modest increase in traffic to the area as outlined in the traffic study which accompanies this application. When you compare the traffic study and impact to the community you can see that this development will have a minimal impact on the surrounding community.

Lighting along Emmett Road will be consistent with City standards for primary thoroughfares. It should not have a significant impact on the surrounding neighborhoods as the light will face down and toward the busy road. We do not anticipate nuisances out of the ordinary for residential zones.

### **COMMUNITY INPUT**

A Community meeting was held on February 18, 2021 in which residents within a 300 foot radius of the property boundary were invited to comment on the proposed development. The notes and attendance records are submitted as part of the application. There were no objections to the proposed development. The primary concern voiced centered around whether existing area residents would be forced to annex into the city as a result of the new development and experience a high property tax burden as a result. A secondary concern was raised regarding increased traffic in the area. This secondary concern is addressed in the traffic study that forms part of this application.

## **COMPREHENSIVE PLAN MAP NARRATIVE**

The project consists of two (2) parcels of contiguous land totaling approximately 45.76 acres. The parcels are zoned "Agricultural Residential" (AG) and located across the street from the Middleton High School on Emmett Road. The proponents are calling this project Pheasant Ridge.

The proponents are requesting a change of zoning for Pheasant Ridge from AG to R-3 "Single Family Residential". The proposed master-planned community will subdivide the parcels into single family home lots. The goal of the development is to provide wide expansive lots and a well thought out development. There will be a total of 137 lots over 45.76 acres, resulting in a density of 2.99 units per acre. All of the zoning restrictions are respected - including minimum lot size, minimum lot width, 50 ft road allowance (including sidewalks), setbacks, and maximum height. In the project we have even designed larger widths so we can provide a superior product and comply with the city's ample set back requirements.

The parcel requested for annexation sits on the border of Middleton. Middleton's growth plan has anticipated growth West of Emmett Road that will be annexed as part of the city. It is currently listed in the land use map as an impact zone for Middleton city. The city has clearly anticipated this growth because they have recently planned for expansion of water, sanitary sewer and storm water to within a few hundred feet of the subject property. The city built a new municipal water well and treatment plant that is located less than 600 feet from the subject property. This new water supply is large and can accommodate the density of R3 subdivisions surrounding the area such as ours. Implementing our development helps Middleton city grow responsibly. The large lot sizes and proximity to the High School are expected to be in high demand when completed.

There are no text amendments to the comprehensive plan.

## **DEVELOPMENT AGREEMENT NARRATIVE**

### **PROJECT DESCRIPTION AND ZONING**

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A separate application will be made to relocate the existing access from Emmett Road further South on Emmett for a Right in Right Out access onto Emmett Road with Canyon Highway District 4.

### **COMPATIBILITY WITH COMPREHENSIVE PLAN**

The project is consistent with the Middleton Comprehensive Plan, specifically regarding the goals for Land Use. Pheasant Ridge promotes quality of life and is aligned with the City's goals for single family homes in the area, which are in high demand. The development is proposing that it be annexed into Middleton which would allow Pheasant Ridge to access the public roadway, as well as City services.

### **REQUEST FOR VARIANCES**

The proponent is requesting zero variances; The proposed development respects all density, lot size, setback, road allowance and height restrictions.

### **ROADS AND ACCESS**

There will be a total of two points of access into the development. It is understood that the Right in Right Out access to Emmett Rd from Pheasant Ridge will require approval from the County which has jurisdiction for the road. The second access point into the development will be in the



Southwest corner of the subject property and connect to the continuation of 9<sup>th</sup> street (west of the Emmett / 9th Street roundabout). The access to 9th Street will require offsite improvements crossing the parcel along the Southern border to the subject property. This servitude is contemplated in a covenant attached to the purchase agreement (attached hereto as Exhibit A). The access request for the relocated entry/exit on Emmett has been submitted to Canyon Highway District no 4 for approval.

As part of this proposed development plan, the proponent is planning to donate a strip of land adjacent to Emmett Road to allow for future widening of Emmett Road should the city require it. The roads within the proposed development are designed to be in compliance with ISPWC standards.

### **DEVELOPMENT AGREEMENT REQUIREMENTS**

A development agreement is being proposed for this project. In the agreement, the City of Middleton agrees to the requested zone change and the developer agrees to build no more than 137 residential units. The project shall comply with the Middleton Comprehensive Plan and Middleton City Code, and all state and federal law as they exist in final form at the time the development application was submitted.

### **IMPACTS TO ADJOINING PROPERTY**

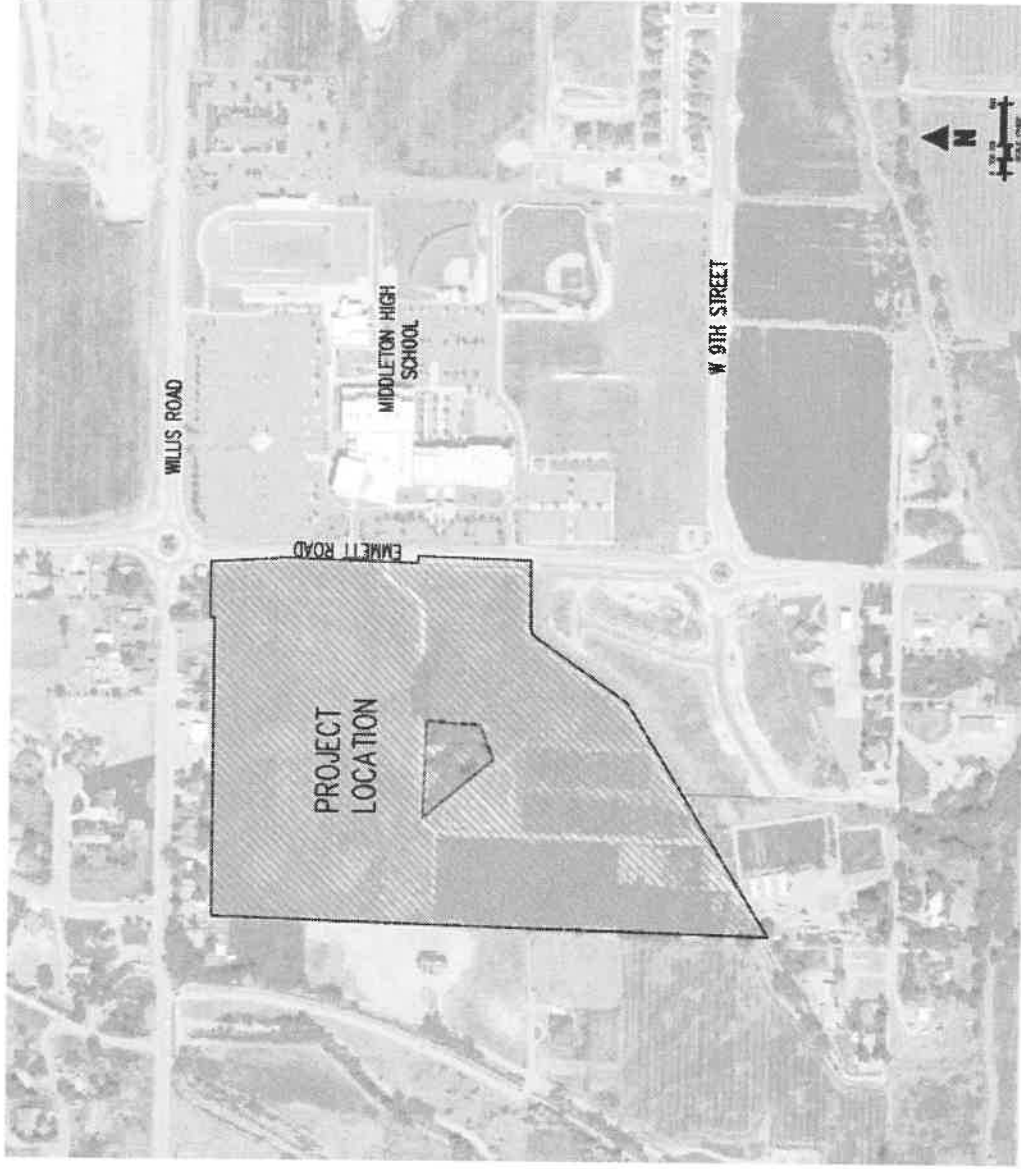
As with all development, there will be some impacts to the adjoining properties. For a short period, there will be construction impacts of noise, dust, construction activity, road work, and similar impacts associated with larger developments. These impacts will be confined to the working hours permitted by the City's noise ordinance. In the long term, the community will also experience a modest increase in traffic to the area as outlined in the traffic study which accompanies this application. When you compare the traffic study and impact to the community you can see that this development will have a minimal impact on the surrounding community.

Lighting along Emmett Road will be consistent with City standards for primary thoroughfares. It should not have a significant impact on the surrounding neighborhoods as the light will face down and toward the busy road. We do not anticipate nuisances out of the ordinary for residential zones.

### **COMMUNITY INPUT**

A Community meeting was held on February 18, 2021 in which residents within a 300 foot radius of the property boundary were invited to comment on the proposed development. The notes and attendance records are submitted as part of the application. There were no objections to the proposed development. The primary concern voiced centered around whether existing area residents would be forced to annex into the city as a result of the new development and experience a high property tax burden as a result. A secondary concern was raised regarding increased traffic in the area. This secondary concern is addressed in the traffic study that forms part of this application.





**VICINITY MAP**

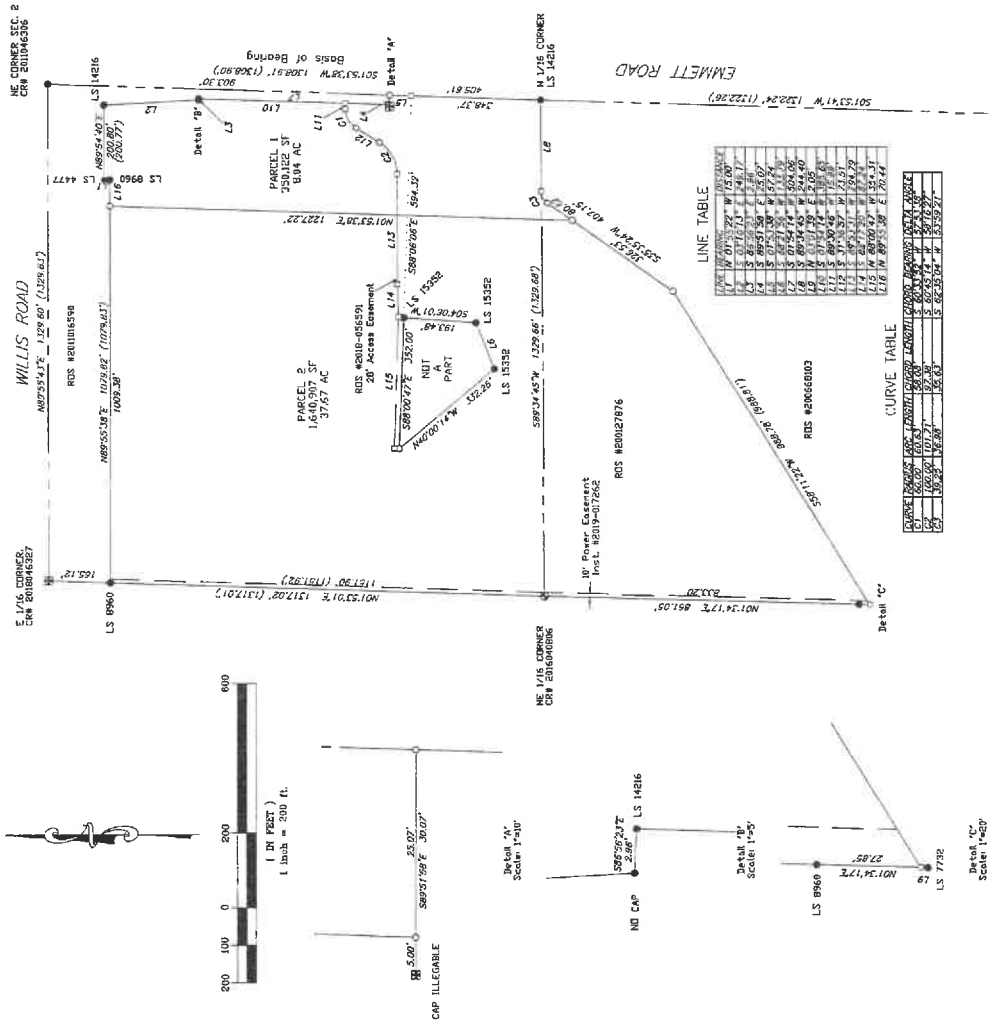
RECORDER'S CERTIFICATE

RECORD OF SURVEY  
 OF SECTION 2, T. 4 N., R. 3 W., B.M.  
 CANYON COUNTY, IDAHO  
 2020

2020-029598  
 RECORDED  
 06/03/2020 03:56 PM



CHRIS YAMAMOTO  
 CANYON COUNTY RECORDER  
 SURVEY  
 EAGLE LAND SURVEY



LEGEND

- Found Brass Cap
- Found 1/2" rebar
- Calculated Point
- Found Aluminum Cap
- Found 3/8" rebar
- Set 5/8" rebar with plastic cap labeled "PLS 12220"
- Record Distance

- Boundary Line
- Section Line
- Easement Line
- Centerline
- Tie Line

SURVEYOR'S CERTIFICATE

I, JEREMIAH B. FIELDING, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR IN THE STATE OF IDAHO AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.



JEREMIAH B. FIELDING, P.L.L.C. IDAHO LICENSE NO. 12220

RECORD OF SURVEY

EAGLE LAND SURVEYING, LLC.  
 198 N. MAIN ST., SUITE 2, BOZEMAN, IDAHO 83725  
 (208) 343-2525; jfielding@eaglesurvey.com

1. See Record of Survey No. 2011016554, 2010202918, 2001018065, 2001027876, 2011048241  
 2. This survey was done at the request of Ken Mortensen to split 2.01 acres off for future commercial development.  
 3. Section boundary previously established by Record of Survey No. 2018-055391. I field the monuments set by this survey.

KEN MORTENSEN  
 SEC. 2, T. 4 N., R. 3 W., B.M.  
 INSTR: 2-11-20 PREPARED: 20-025  
 DRAWN: BTI 308' BY SURVEYOR: J

INDEX #434-3-1-1-0-00-00  
 INDEX #434-3-1-2-0-00-00

LINE TABLE

LINE NO.	START	END	LENGTH
1	LS 9960	LS 14216	1222.22
2	LS 14216	LS 14216	0.00
3	LS 14216	LS 14216	0.00
4	LS 14216	LS 14216	0.00
5	LS 14216	LS 14216	0.00
6	LS 14216	LS 14216	0.00
7	LS 14216	LS 14216	0.00
8	LS 14216	LS 14216	0.00
9	LS 14216	LS 14216	0.00
10	LS 14216	LS 14216	0.00
11	LS 14216	LS 14216	0.00
12	LS 14216	LS 14216	0.00
13	LS 14216	LS 14216	0.00
14	LS 14216	LS 14216	0.00
15	LS 14216	LS 14216	0.00
16	LS 14216	LS 14216	0.00
17	LS 14216	LS 14216	0.00
18	LS 14216	LS 14216	0.00
19	LS 14216	LS 14216	0.00
20	LS 14216	LS 14216	0.00
21	LS 14216	LS 14216	0.00
22	LS 14216	LS 14216	0.00
23	LS 14216	LS 14216	0.00
24	LS 14216	LS 14216	0.00
25	LS 14216	LS 14216	0.00
26	LS 14216	LS 14216	0.00
27	LS 14216	LS 14216	0.00
28	LS 14216	LS 14216	0.00
29	LS 14216	LS 14216	0.00
30	LS 14216	LS 14216	0.00

CURVE TABLE

CURVE NO.	START	END	LENGTH	AREA
1	LS 9960	LS 14216	1222.22	1222.22
2	LS 14216	LS 14216	0.00	0.00
3	LS 14216	LS 14216	0.00	0.00
4	LS 14216	LS 14216	0.00	0.00
5	LS 14216	LS 14216	0.00	0.00
6	LS 14216	LS 14216	0.00	0.00
7	LS 14216	LS 14216	0.00	0.00
8	LS 14216	LS 14216	0.00	0.00
9	LS 14216	LS 14216	0.00	0.00
10	LS 14216	LS 14216	0.00	0.00
11	LS 14216	LS 14216	0.00	0.00
12	LS 14216	LS 14216	0.00	0.00
13	LS 14216	LS 14216	0.00	0.00
14	LS 14216	LS 14216	0.00	0.00
15	LS 14216	LS 14216	0.00	0.00
16	LS 14216	LS 14216	0.00	0.00
17	LS 14216	LS 14216	0.00	0.00
18	LS 14216	LS 14216	0.00	0.00
19	LS 14216	LS 14216	0.00	0.00
20	LS 14216	LS 14216	0.00	0.00
21	LS 14216	LS 14216	0.00	0.00
22	LS 14216	LS 14216	0.00	0.00
23	LS 14216	LS 14216	0.00	0.00
24	LS 14216	LS 14216	0.00	0.00
25	LS 14216	LS 14216	0.00	0.00
26	LS 14216	LS 14216	0.00	0.00
27	LS 14216	LS 14216	0.00	0.00
28	LS 14216	LS 14216	0.00	0.00
29	LS 14216	LS 14216	0.00	0.00
30	LS 14216	LS 14216	0.00	0.00

Narrative:

1. See Record of Survey No. 2011016554, 2010202918, 2001018065, 2001027876, 2011048241  
 2. This survey was done at the request of Ken Mortensen to split 2.01 acres off for future commercial development.  
 3. Section boundary previously established by Record of Survey No. 2018-055391. I field the monuments set by this survey.



Job No. 2020-025

J.B.F.

6-2-20

**BOUNDARY DESCRIPTION  
FOR  
KEN MORTENSEN**

**Parcel 1**

A part of Government Lot 1 and the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section (said point being the Point of Beginning); thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch; thence N01°53'38"E 1227.22 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°55'38"E 70.44 feet to a found 5/8" rebar with cap labeled "PLS 8960"; thence N01°55'22"W 15.00 feet to a found  $\frac{1}{2}$ " rebar with cap labeled "PLS 4477"; thence N89°54'40"E 200.80 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence S03°10'13"E 249.17 feet to a found 5/8" rebar with no cap; thence S86°56'23"E 2.96 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence S01°54'14"W 504.06 feet; thence S89°51'58"E 25.07 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the East line of said Section; thence S01°53'38"W 405.61 feet along said East line to the Point of Beginning.

Parcel contains 350,122 square feet or 8.04 acres, more or less.

Subject to:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:



Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence S89°30'46"W 15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence S88°17'20"W 87.24 feet; thence N88°00'47"W 354.31 feet to the Point of Terminus.





Job No. 2020-025

J.B.F.

10-7-20

**BOUNDARY DESCRIPTION  
FOR  
KEN MORTENSEN**

**Parcel 2**

A part of Government Lot 1 and the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch (said point being the Point of Beginning); thence S35°35'24"W 326.53 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S58°11'22"W 988.78 feet along said centerline to a point on the West line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section; thence N01°34'17"E 861.05 feet along the said West line to a found Brass Cap marking the Southwest corner of Government Lot 1 of said Section; thence N01°53'01"E 1151.90 feet along the West line of said Government Lot 1 to a found 5/8" rebar with cap labeled "PLS 8960"; thence N89°55'38"E 1009.38 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S01°53'38"W 1227.22 feet to the Point of Beginning.

Excluding the following parcel:

A part of Government Lot 1 in Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap



labeled "PLS 14216" marking the North 1/16 corner of said Section; thence  $N01^{\circ}53'38''E$  348.37 feet along the East line of said Section; thence  $N88^{\circ}06'06''W$  594.32 feet to a found 5/8" rebar with cap labeled "PLS 15352" (said point being the Point of Beginning); thence  $S04^{\circ}06'01''W$  193.48 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence  $S68^{\circ}21'56''W$  133.79 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence  $N40^{\circ}00'14''W$  332.26 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence  $S88^{\circ}00'47''E$  352.00 feet to the Point of Beginning.

Parcel contains 1,640,907 square feet or 37.67 acres, more or less.

Subject to and Together with:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence  $N01^{\circ}53'41''E$  1322.24 feet along the East line of said Section to a found 5/8" rebar with cap

labeled "PLS 14216" marking the North 1/16 corner of said Section; thence  $N01^{\circ}53'38''E$  405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence  $N89^{\circ}51'58''W$  25.07 feet; thence  $N01^{\circ}54'14''E$  118.42 feet to the Point of Beginning; thence  $S89^{\circ}30'46''W$  15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta=  $57^{\circ}53'38''$ , Chord Bearing and Distance=  $S60^{\circ}33'52''W$  58.08 feet); thence  $S31^{\circ}36'57''W$  73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta=  $58^{\circ}16'27''$ , Chord Bearing and Distance=  $S60^{\circ}45'14''W$  97.38 feet); thence  $S89^{\circ}53'31''W$  294.79 feet; thence  $S88^{\circ}17'20''W$  87.24 feet; thence  $N88^{\circ}00'47''W$  354.31 feet to the Point of Terminus.







8151 W. Rifleman Street  
Boise, ID 83704

**ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT**

**2021-001815**  
RECORDED  
**01/08/2021 04:24 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=2 SCARDENAS \$15.00  
TYPE: DEED  
PIONEER TITLE CANYON - CALDWELL  
ELECTRONICALLY RECORDED

File No. 749546 DA/JB

34445012AA  
34445012B0

**WARRANTY DEED**

For Value Received **Idaho RE 11, LLC, an Idaho limited liability company** hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

**J & A Johnson, LLC, a Utah limited liability company** hereinafter referred to as Grantee, whose current address is:  
6057 W 9740 N Highland, UT 84003

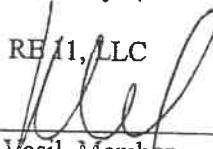
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

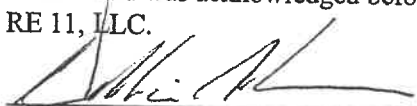
Dated: January 5, 2021

Idaho RE 11, LLC

  
Mike Vasil, Member

State of Idaho, County of Ada

This record was acknowledged before me on January 7, 2021 by Mike Vasil, as Member of Idaho RE 11, LLC.

  
Signature of notary public  
Commission Expires: 11/17/21

DEBBIE ANDREWS  
COMMISSION #2387  
NOTARY PUBLIC  
STATE OF IDAHO

EXHIBIT A

A part of Government Lot 1 and the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1332.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section (said point being the Point of Beginning); thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch; thence N01°53'38"E 1227.22 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°55'38"E 70.44 feet to a found 5/8" rebar with cap labeled "PLS 8960"; thence N01°55'22"W 15.00 feet to a found  $\frac{1}{2}$ " rebar with cap labeled "PLS 4477"; thence N89°54'40"E 200.80 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence S03°10'13"E 249.17 feet to a found 5/8" rebar with no cap; thence S86°56'23"E 2.96 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence S01°54'14"W 504.06 feet; thence S89°51'58"E 25.07 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the East line of said Section; thence S01°53'38"W 405.61 feet along said East line to the Point of Beginning. ALSO SHOWN as Parcel 1 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

Subject to:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1332.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence S89°30'46"W 15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence S88°17'20"W 87.24 feet; thence N88°00'47"W 354.31 feet to the Point of Terminus.



8151 W. Rifleman Street  
Boise, ID 83704

**ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT**

**2021-011539**  
RECORDED  
**02/17/2021 12:36 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=4 EHOWELL \$15.00  
TYPE: DEED  
PIONEER TITLE CANYON - CALDWELL  
ELECTRONICALLY RECORDED

File No. 746375 DA/JB

### WARRANTY DEED

For Value Received

**Kenneth H. Mortensen and Cheyenne C. Mortensen, as trustees of the  
Kenneth Harvey and Cheyenne C. Mortensen Family Trust**  
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

**J & A Johnson, LLC, a Utah Limited Liability Company**  
hereinafter referred to as Grantee, whose current address is: 719 S. Blue Ridge Circle Alpine, UT 84004  
The following described premises, to-wit:

See legal description marked as Exhibit A, attached hereto and made a part thereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: February 12, 2021

Kenneth Harvey and Cheyenne C. Mortensen Family Trust

*Kenneth H. Mortensen* TRUSTEE  
Kenneth H Mortensen, Trustee

*Cheyenne C. Mortensen* Trustee  
Cheyenne C Family Trust, Trustee

State of Idaho, County of *Ada Canyon*

This record was acknowledged before me on February *16*, 2021 by Kenneth H. Mortensen and Cheyenne C. Mortensen, as Trustees of the Kenneth Harvey and Cheyenne C. Mortensen Family Trust.

*Barbara S. Negri*  
Signature of notary public

Commission Expires: *10-13-2022*

*Pauna*

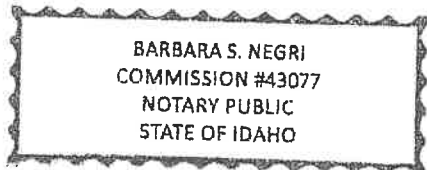


EXHIBIT A

PARCEL A:

A part of Government Lot 1 and the Southeast ¼ of the Northeast ¼ of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch (said point being the Point of Beginning); thence S35°35'24"W 326.53 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S58°11'22"W 988.78 feet along said centerline to a point on the West line of the Southeast ¼ of the Northeast ¼ of said Section; thence N01°34'17"E 861.05 feet along the said West line to a found Brass Cap marking the Southwest corner of Government Lot 1 of said Section; thence N01°53'01"E 1151.90 feet along the West line of said Government Lot 1 to a found 5/8" rebar with cap labeled "PLS 8960"; thence N89°55'38"E 1009.38 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S01°53'38"W 1227.22 feet to the Point of Beginning.

Excluding the following parcel:

A part of Government Lot 1 in Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap

labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 348.37 feet along the East line of said Section; thence N88°06'06"W 594.32 feet to a found 5/8" rebar with cap labeled "PLS 15352" (said point being the Point of Beginning); thence S04°06'01"W 193.48 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence S68°21'56"W 133.79 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence N40°00'14"W 332.26 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S88°00'47"E 352.00 feet to the Point of Beginning.

ALSO SHOWN as Parcel 2 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

Subject to and Together with:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap

labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence S89°30'46"W 15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence

S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence S88°17'20"W 87.24 feet; thence N88°00'47"W 354.31 feet to the Point of Terminus.

37 AC.

## ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

**Pioneer Title Company of Canyon County**  
**610 S. Kimball Avenue**  
**Caldwell, ID 83605**

*Authorized Agent for Old Republic National  
Title Insurance Company*

Authorized Signatory

<b>OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY</b>		
<i>A Stock Company</i>		
400 Second Avenue South, Minneapolis, Minnesota 55401		
(612) 371-1111		
By	<i>C Monroe</i>	President
Attest	<i>Daniel Wald</i>	Secretary

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Title Insurance Commitment  
Sixth Amended Report

Policy Issuing Agent For:  
Old Republic National Title Insurance Company  
Issuing Agent: Pioneer Title Company of Canyon County  
Issuing Office: 610 S. Kimball Avenue

File No.: 746375  
Reference No.:

Schedule A

1. Commitment Date: January 26, 2021 7:30AM

2. Policy or Policies to be issued:

(a) 2006 ALTA Owner's Policy - Standard	\$1,730,000.00	\$4,510.00
Proposed Insured: J & A Johnson, LLC		
Endorsements:		\$0.00

Inspection Fee: N/A

(b) 2006 ALTA Lender's Policy - Extended

Proposed Insured: Hopkins Financial Services, Inc.	\$2,300,000.00	\$2,910.00
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Endorsements:		\$50.00
22-06	\$10.00	
8.1-06	\$10.00	
9-06	\$30.00	

Inspection Fee: N/A

3. The estate or interest in the land described or referred to in this Commitment is:  
FEE SIMPLE

4. Title to the estate or interest in the land is at the Effective Date vested in:  
Kenneth H. Mortensen and Cheyenne C. Mortensen, as trustees of the Kenneth Harvey and Cheyenne C. Mortensen Family Trust, as to PARCEL A and J & A Johnson, LLC, a Utah limited liability company, as to PARCEL B

5. The land referred to in this Commitment is described as follows:  
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

*Old Republic National Title Insurance Company*

Authorized Signatory

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## **Schedule B-I**

### ALTA COMMITMENT

#### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.
6. With respect to Mortensen Family Trust, we require:
  - a. Copies of the trust agreement and any amendments thereto to determine the existence of the trust and the unrestricted power of the Trustees to sell, convey, and/or encumber said premises.
  - b. Enclosed Certification of Trust be signed and returned
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

## Schedule B-II

### ALTA COMMITMENT

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

#### General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

(General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

Special Exceptions:

8. AFFECTS PARCEL A:

NOTE: General taxes for the year 2020, which were liens, are paid.

Parcel No.: 34445012A2

Amount: \$1,070.18

9. General taxes for the year 2021, which are liens and are not yet due and payable.

Parcel No.: 34445012A2

NOTE: This account number may or may not contain a letter at the beginning of the number stream and the exhibits to this commitment may or may not contain these letters. Notwithstanding, the account number properly and uniquely describes the taxes for this insured parcel.

10. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.

District: Black Canyon Irrigation District

Fax: (208) 459-3428

No search made.

11. Liens and assessments of Drainage District No. 2, and the rights, powers and easements of said District as by law provided; said assessments are collected with the general taxes.

No search made.

12. Reservations in United States Patent or State Deeds.

13. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads, including but not limited to Emmett Road to the East.

14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: To construct, maintain and repair power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.

In Favor of: Idaho Power Company, an Idaho corporation

Recorded: March 12, 1951

Instrument No.: 386589

Affects: the east half of the northeast quarter (no specific location)

15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

Recorded: September 10, 1996

Instrument No.: 9629604

16. Terms, conditions, and provisions of Irrigation Delivery System Relocation Agreement Agreement:

Dated: March 2, 2011

Recorded: March 8, 2011

Instrument No.: 2011009397

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17. Terms, conditions, and provisions of Planning and Zoning Commission Facts and Conclusions Agreement:  
Between: City of Middleton and Kenneth Mortensen  
Dated: April 21, 2011  
Recorded: April 29, 2011  
Instrument No.: 2011017333

18. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: To construct, maintain and repair power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.

In Favor of: Idaho Power Company, an Idaho corporation

Recorded: April 26, 2019

Instrument No.: 2019-017262

Affects: a 10 foot area in the northwest corner

19. Ordinance Amending Zoning Map

Recorded: June 20, 2020

Instrument No.: 2020-029294

20. Matters disclosed by Record of Survey

Recorded: June 3, 2020

Instrument No.: 2020-029598

21. AFFECTS PARCEL B:

22. General taxes for the year 2020, which are liens, in the original sum of \$3,098.32, of which the first half became delinquent on December 20, 2020 plus penalty and interest, and the second half of which will not become delinquent until June 20, 2021

Parcel No.: 34445012A1 0

NOTE: The above taxes DO NOT reflect a Home Owners Exemption. Any new buyer must apply to the Canyon County Assessor's office for said exemption.

23. General taxes for the year 2021, which are liens and are not yet due and payable.

Parcel No.: 34445012A1 0

NOTE: This account number may or may not contain a letter at the beginning of the number stream and the exhibits to this commitment may or may not contain these letters. Notwithstanding, the account number properly and uniquely describes the taxes for this insured parcel.

24. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.

District: Black Canyon Irrigation District

Fax: (208) 459-3428

No search made.

25. Reservations in United States Patent or State Deeds.

26. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads, including but not limited to Emmett Road to the East.

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ALTA Commitment for Title Insurance

27. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein  
For: To construct, maintain and repair power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.  
In Favor of: Idaho Power Company, an Idaho corporation  
Recorded: March 12, 1951  
Instrument No.: 386589  
Affects: the east half of the northeast quarter
28. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein  
Recorded: September 10, 1996  
Instrument No.: 9629604
29. Terms, conditions, and provisions of Irrigation Delivery System Relocation Agreement:  
Dated: March 2, 2011  
Recorded: March 8, 2011  
Instrument No.: 2011009397
30. Terms, conditions, and provisions of Planning and Zoning Commission Facts and Conclusions Agreement:  
Between: City of Middleton and Kenneth Mortensen  
Dated: April 21, 2011  
Recorded: April 29, 2011  
Instrument No.: 2011017333
31. Ordinance Amending Zoning Map  
Recorded: June 20, 2020  
Instrument No.: 2020-029294
32. Matters disclosed by Record of Survey  
Recorded: June 3, 2020  
Instrument No.: 2020-029598
33. A Deed of Trust to secure an indebtedness of \$213,600.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.  
Dated: August 26, 2013  
Grantor: Kenneth H. Mortensen, also shown of record as Ken H. Mortensen and Cheyenne C. Mortensen, also shown of record as Cheyenne Mortensen, husband and wife  
Trustee: Western Reconveyance Corp.  
Beneficiary: PNC Mortgage, a division of PNC Bank, National Association  
Recorded: September 9, 2013  
Instrument No.: 2013-041477  
Affects a portion of the herein described land. I find no reconveyance for this deed of trust.

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34. A Deed of Trust to secure an indebtedness of \$487,400.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.  
Dated: December 24, 2013  
Grantor: Ken H. Mortensen and Cheyenne Mortensen, husband and wife  
Trustee: First American Title and Escrow Company  
Beneficiary: Mountain West Bank, a division of Glacier Bank  
Recorded: January 13, 2014  
Instrument No.: 2014-001285
35. A Deed of Trust to secure an indebtedness of \$150,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.  
Dated: May 18, 2016  
Grantor: Kenneth H. Mortensen and Cheyenne C. Mortensen, husband and wife  
Trustee: First American Titel Company  
Beneficiary: Mountain West Bank  
Recorded: May 19, 2016  
Instrument No.: 2016-019228

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last 24 months:

None

NOTE: We have searched for tax liens and judgments against J & A Johnson, LLC and find the following in the public records:

NONE

NOTE: The County Records and/or the City Engineer's Office show the address to be:

+/- 37.67 Acres, TBD Emmett Road, Caldwell, ID 83607

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.



EXHIBIT A

USE THIS LEGAL FOR THE WARRANTY DEED ONLY!!!!

PARCEL A:

A part of Government Lot 1 and the Southeast ¼ of the Northeast ¼ of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch (said point being the Point of Beginning); thence S35°35'24"W 326.53 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S58°11'22"W 988.78 feet along said centerline to a point on the West line of the Southeast ¼ of the Northeast ¼ of said Section; thence N01°34'17"E 861.05 feet along the said West line to a found Brass Cap marking the Southwest corner of Government Lot 1 of said Section; thence N01°53'01"E 1151.90 feet along the West line of said Government Lot 1 to a found 5/8" rebar with cap labeled "PLS 8960"; thence N89°55'38"E 1009.38 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S01°53'38"W 1227.22 feet to the Point of Beginning.

Excluding the following parcel:

A part of Government Lot 1 in Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap

labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 348.37 feet along the East line of said Section; thence N88°06'06"W 594.32 feet to a found 5/8" rebar with cap labeled "PLS 15352" (said point being the Point of Beginning); thence S04°06'01"W 193.48 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence S68°21'56"W 133.79 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence N40°00'14"W 332.26 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S88°00'47"E 352.00 feet to the Point of Beginning.

ALSO SHOWN as Parcel 2 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

Subject to and Together with:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

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ALTA Commitment for Title Insurance

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1332.24 feet along the East line of said Section to a found 5/8" rebar with cap

labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence S89°30'46"W 15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence S88°17'20"W 87.24 feet; thence N88°00'47"W 354.31 feet to the Point of Terminus.

USE THIS LEGAL FOR THE DEED OF TRUST!!!!!!

PARCEL A:

A part of Government Lot 1 and the Southeast ¼ of the Northeast ¼ of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch (said point being the Point of Beginning); thence S35°35'24"W 326.53 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S58°11'22"W 988.78 feet along said centerline to a point on the West line of the Southeast ¼ of the Northeast ¼ of said Section; thence N01°34'17"E 861.05 feet along the said West line to a found Brass Cap marking the Southwest corner of Government Lot 1 of said Section; thence N01°53'01"E 1151.90 feet along the West line of said Government Lot 1 to a found 5/8" rebar with cap labeled "PLS 8960"; thence N89°55'38"E 1009.38 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S01°53'38"W 1227.22 feet to the Point of Beginning.

Excluding the following parcel:

A part of Government Lot 1 in Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap

labeled "PLS 14216" marking the North 1/16 corner of said Section; thence

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ALTA Commitment for Title Insurance

N01°53'38"E 348.37 feet along the East line of said Section; thence N88°06'06"W 594.32 feet to a found 5/8" rebar with cap labeled "PLS 15352" (said point being the Point of Beginning); thence S04°06'01"W 193.48 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence S68°21'56"W 133.79 feet to a found 5/8" rebar with cap labeled "PLS 15352"; thence N40°00'14"W 332.26 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S88°00'47"E 352.00 feet to the Point of Beginning. ALSO SHOWN as Parcel 2 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

Subject to and Together with:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1332.24 feet along the East line of said Section to a found 5/8" rebar with cap

labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence S89°30'46"W 15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence S88°17'20"W 87.24 feet; thence N88°00'47"W 354.31 feet to the Point of Terminus.

#### PARCEL B:

A part of Government Lot 1 and the Southeast ¼ of the Northeast ¼ of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section (said point being the Point of Beginning); thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch; thence N01°53'38"E 1227.22 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°55'38"E 70.44 feet to a found 5/8" rebar with cap labeled "PLS 8960"; thence N01°55'22"W 15.00 feet to a found ½" rebar with cap labeled "PLS 4477"; thence N89°54'40"E 200.80 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence S03°10'13"E 249.17 feet to a found 5/8" rebar with no cap; thence S86°56'23"E 2.96 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence S01°54'14"W 504.06 feet;

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thence S89°51'58"E 25.07 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the East line of said Section; thence S01°53'38"W 405.61 feet along said East line to the Point of Beginning. ALSO SHOWN as Parcel 1 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

Subject to:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence S89°30'46"W 15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence S88°17'20"W 87.24 feet; thence N88°00'47"W 354.31 feet to the Point of Terminus.

**FACTS**
**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Questions

 Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (*Contact Us*)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

8 AC

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

**Pioneer Title Company of Canyon County  
610 S. Kimball Avenue  
Caldwell, ID 83605**

*Authorized Agent for Old Republic National  
Title Insurance Company*

Authorized Signatory

<b>OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY</b>		
<i>A Stock Company</i>		
<i>400 Second Avenue South, Minneapolis, Minnesota 55401</i>		
<i>(612) 371-1111</i>		
By	<i>C Monroe</i>	President
Attest	<i>David Wald</i>	Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



Title Insurance Commitment  
Second Amended Report

Policy Issuing Agent For:  
Old Republic National Title Insurance Company  
Issuing Agent: Pioneer Title Company of Canyon County  
Issuing Office: 610 S. Kimball Avenue

File No.: 749546  
Reference No.:

Schedule A

1. Commitment Date: December 28, 2020 7:30AM
2. Policy or Policies to be issued:

(a) 2006 ALTA Owner's Policy - Standard	\$865,000.00	\$2,717.00
Proposed Insured: J & A Johnson, LLC		
Endorsements:		\$0.00
Inspection Fee: N/A		
(b) 2006 ALTA Lender's Policy -		
Proposed Insured:		\$0.00
Endorsements:		\$0.00
Inspection Fee: N/A		
3. The estate or interest in the land described or referred to in this Commitment is:  
FEE SIMPLE
4. Title to the estate or interest in the land is at the Effective Date vested in:  
Kenneth H. Mortensen and Cheyenne C. Mortensen, as trustees of the Kenneth Harvey and Cheyenne C. Mortensen Family Trust
5. The land referred to in this Commitment is described as follows:  
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

*Old Republic National Title Insurance Company*

Authorized Signatory

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## **Schedule B-I**

### ALTA COMMITMENT

#### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. With respect to Mortensen Family Trust, we require:
  - a. Copies of the trust agreement and any amendments thereto to determine the existence of the trust and the unrestricted power of the Trustees to sell, convey, and/or encumber said premises.
  - b. Enclosed Certification of Trust be signed and returned
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
6. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.
7. We require a copy of the Certificate of Organization, Operating Agreement and Resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or encumbrance on behalf of J & A Johnson, LLC.
8. With respect to Mortensen Family Trust, we require:
  - a. Copies of the trust agreement and any amendments thereto to determine the existence of the trust and the unrestricted power of the Trustees to sell, convey, and/or encumber said premises.
  - b. Enclosed Certification of Trust be signed and returned
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

## Schedule B-II

### ALTA COMMITMENT

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

#### General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

(General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

#### Special Exceptions:

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

8. General taxes for the year 2020, which are liens, in the original sum of \$3,098.32, of which the first half became delinquent on December 20, 2020 plus penalty and interest, and the second half of which will not become delinquent until June 20, 2021  
Parcel No.: 34445012A1
9. General taxes for the year 2021, which are liens and are not yet due and payable.  
Parcel No.: 34445012A1  
NOTE: This account number may or may not contain a letter at the beginning of the number stream and the exhibits to this commitment may or may not contain these letters. Notwithstanding, the account number properly and uniquely describes the taxes for this insured parcel.
10. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.  
District: Black Canyon Irrigation District  
Fax: (208) 459-3428  
No search made.
11. Reservations in United States Patent or State Deeds.
12. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads, including but not limited to Emmett Road to the East.
13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein  
For: To construct, maintain and repair power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.  
In Favor of: Idaho Power Company, an Idaho corporation  
Recorded: March 12, 1951  
Instrument No.: 386589  
Affects: the east half of the northeast quarter (no specific location)
14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein  
Recorded: September 10, 1996  
Instrument No.: 9629604
15. Terms, conditions, and provisions of Irrigation Delivery System Relocation Agreement Agreement:  
Dated: March 2, 2011  
Recorded: March 8, 2011  
Instrument No.: 2011009397
16. Terms, conditions, and provisions of Planning and Zoning Commission Facts and Conclusions Agreement:  
Between: City of Middleton and Kenneth Mortensen  
Dated: April 21, 2011  
Recorded: April 29, 2011  
Instrument No.: 2011017333
17. Ordinance Amending Zoning Map  
Recorded: June 20, 2020  
Instrument No.: 2020-029294

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18. Matters disclosed by Record of Survey

Recorded: June 3, 2020

Instrument No.: 2020-029598

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last 24 months:

None

NOTE: We have searched for tax liens and judgments against J & A Johnson, LLC and find the following in the public records:

NONE

NOTE: The County Records and/or the City Engineer's Office show the address to be:

+/- 8.04 2 Emmett Road, Caldwell, ID 83607

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

## EXHIBIT A

A part of Government Lot 1 and the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section (said point being the Point of Beginning); thence S89°34'45"W 244.40 feet along the centerline of an existing irrigation ditch to a point of curve; thence Southwesterly 36.98 feet along said curve to the left (Curve data: Radius= 39.25', Delta= 53°59'21", Chord Bearing and Distance= S62°35'04"W 35.63 feet) along said centerline; thence S35°35'24"W 80.62 feet along said centerline to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the centerline of an existing irrigation ditch; thence N01°53'38"E 1227.22 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°55'38"E 70.44 feet to a found 5/8" rebar with cap labeled "PLS 8960"; thence N01°55'22"W 15.00 feet to a found  $\frac{1}{2}$ " rebar with cap labeled "PLS 4477"; thence N89°54'40"E 200.80 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence S03°10'13"E 249.17 feet to a found 5/8" rebar with no cap; thence S86°56'23"E 2.96 feet to a found 5/8" rebar with cap labeled "PLS 14216"; thence S01°54'14"W 504.06 feet; thence S89°51'58"E 25.07 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" marking a point on the East line of said Section; thence S01°53'38"W 405.61 feet along said East line to the Point of Beginning. ALSO SHOWN as Parcel 1 on Record of Survey recorded June 3, 2020, as Instrument No. 2020-029598, records of Canyon County, Idaho.

Subject to:

A 28-foot Ingress-Egress Access Easement that is 14-feet each side of the following described centerline that is located in Government Lot 1, Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Commencing at a found Brass Cap marking the East Quarter corner of Section 2, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence N01°53'41"E 1322.24 feet along the East line of said Section to a found 5/8" rebar with cap labeled "PLS 14216" marking the North 1/16 corner of said Section; thence N01°53'38"E 405.61 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°51'58"W 25.07 feet; thence N01°54'14"E 118.42 feet to the Point of Beginning; thence S89°30'46"W 15.89 feet to a point of curve; thence Southwesterly 60.63 feet along said curve to the left (Curve data: Radius= 60.00', Delta= 57°53'38", Chord Bearing and Distance= S60°33'52"W 58.08 feet); thence S31°36'57"W 73.51 feet to a point of curve; thence Southwesterly 101.71 feet along said curve to the right (Curve data: Radius= 100.00', Delta= 58°16'27", Chord Bearing and Distance= S60°45'14"W 97.38 feet); thence S89°53'31"W 294.79 feet; thence S88°17'20"W 87.24 feet; thence N88°00'47"W 354.31 feet to the Point of Terminus.

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**FACTS**
**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Questions

 Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

<b>Affiliates Who May be Delivering This Notice</b>				
<b>American First Abstract, LLC</b>	<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>
<b>eRecording Partners Network, LLC</b>	<b>Genesis Abstract, LLC</b>	<b>Kansas City Management Group, LLC</b>	<b>L.T. Service Corp.</b>	<b>Lenders Inspection Company</b>
<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mara Escrow Company</b>	<b>Mississippi Valley Title Services Company</b>	<b>National Title Agent's Services Company</b>
<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Title Insurance Company</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>
<b>Old Republic Title Co.</b>	<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Indiana</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>
<b>Old Republic Title Company of Oregon</b>	<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Company of Tennessee</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>
<b>Old Republic Title, Ltd.</b>	<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>The Title Company of North Carolina</b>	<b>Title Services, LLC</b>
<b>Trident Land Transfer Company, LLC</b>				

March 18, 2021

To: City of Middleton, Idaho

From: Amy Johnson and Tenants in Common

**RE: 37.67 acre and 8 acre parcels (Emmett Road and Willis Road)**

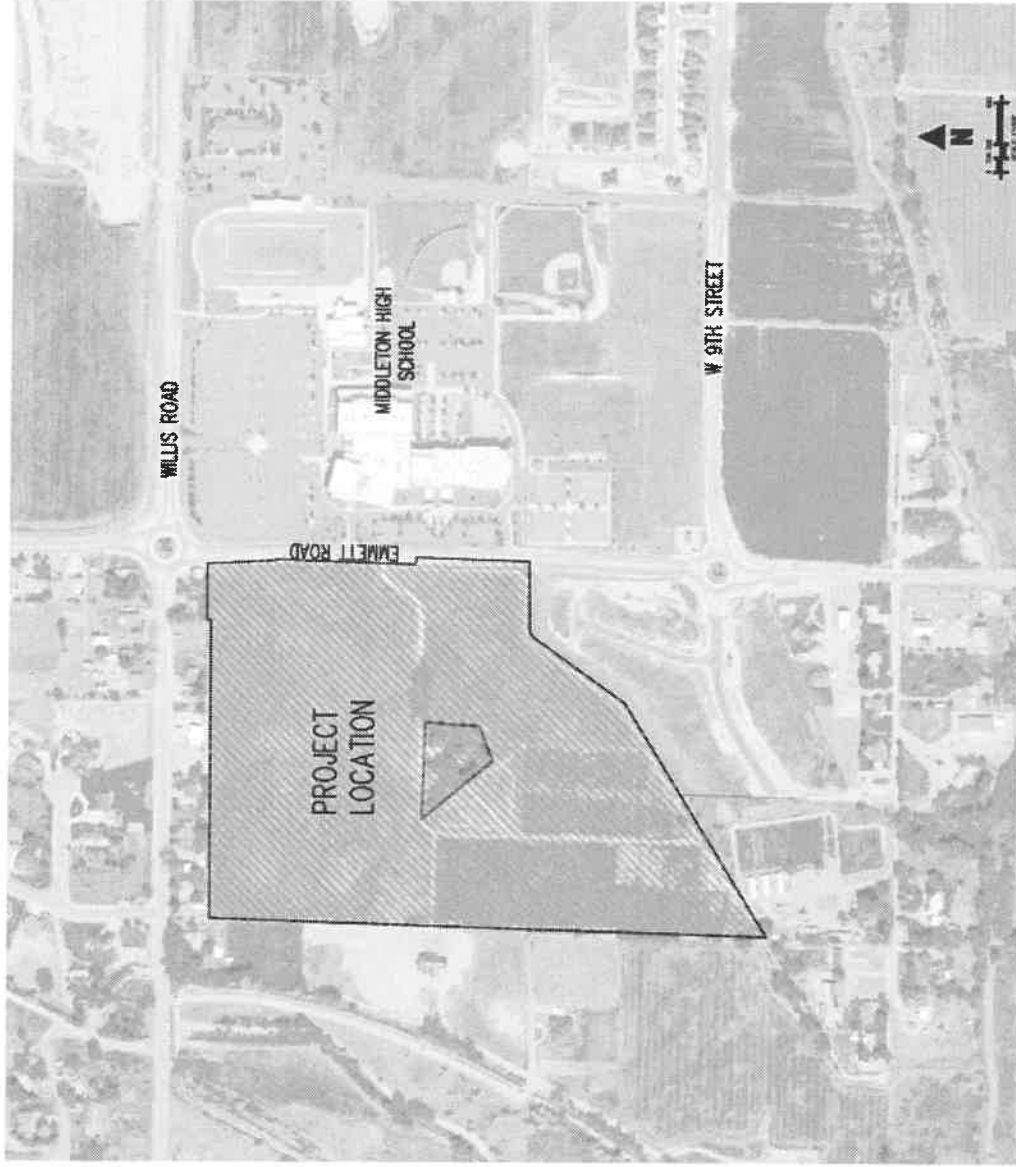
The tenants in common (TIC) of the above-described property, hereby authorize Amy Johnson, managing member, and owner of Infinite Real Estate to proceed with the development of said property. We permit Amy to follow Middleton City's procedures for creating a single family residential development on the property, including applying for annexation and rezoning and any other steps outlined by the City. The attached survey, sealed by surveyor Jeremy Fielding, shows both parcels to be annexed and developed.

Sincerely,



Amy Johnson, *Managing Member*





**VICINITY MAP**

# Neighborhood Meeting

Dear Property Owner:

We would like to invite you to an additional neighborhood meeting regarding the previous proposal for a subdivision on the property **located right across from Middleton High School on Emmett Road, parcel numbers R34445012A2, R34445012A0**. The plan will remain the same but we wanted to address any additional concerns that were not brought up in the original neighborhood meeting.

The aerial picture below shows the parcels outlined. For reference, Middleton High School is to the right of the outlined area.

Please join us for the second neighborhood meeting:

**Date:** Thursday, February 18, 2020

**Time:** 5:30 pm

**Location:** Ridley's Market in Middleton  
430 E Main Street, Middleton, UT 83644  
*(\*Meet upstairs in the Public Area)*



Please come and provide your feedback, questions, or concerns about the project. Your input is valued and encouraged.

If you have questions or would like to send direct comments to us, please email [jeni@infiniterealestategroup.com](mailto:jeni@infiniterealestategroup.com). You can also call Jeni directly at 801-380-0294. If you would like to mail any questions or feedback, address mail to: Infinite Real Estate Group, 12427 Pasture Rd. #203, Riverton, UT 84096.

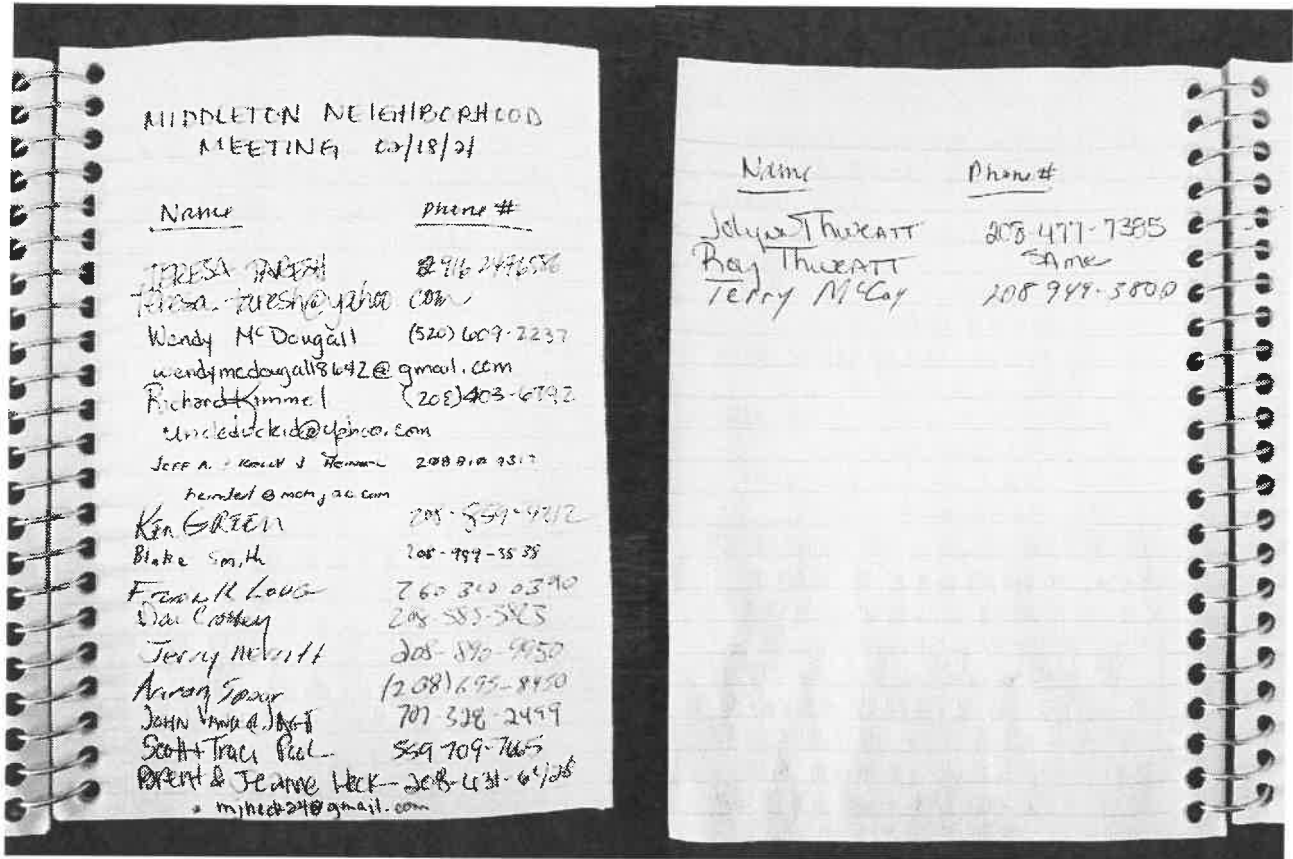
Sincerely,

**Amy Johnson**  
Infinite Real Estate Group  
Sr. Developer

**Jeni Crookston**  
Infinite Real Estate Group  
Jr. Developer

## Neighborhood Meeting - 02.18.21

**Date:** Thursday, February 18, 2021  
**Time:** 5:30pm - 7:00pm  
**Location:** Ridley's Market in Middleton, 430 E Main Street, Middleton, UT 83644  
 (\*Met upstairs in the Public Area)



**Notes:**

Amy Johnson, the lead developer, hosted the neighborhood meeting at Ridley's Market. She presented the concept plan for the entire Mortensen property. The neighbors seem to be open and accepting of the project. They liked the design and function of the proposed community development.

The only resistance to the project was that the surrounding property owners are opposed to having to be annexed into Middleton. They don't feel that they will be getting any benefits from the increase in property taxes. They want the City to confirm that the surrounding properties will not be forced to annex into the city of Middleton. They would like this in writing.

They were very concerned about the increased traffic. We explained the impact our development would have on the traffic, based on findings from the traffic study. Relayed to the residents that we offered adding a deceleration lane for turning into the development. The residents were pretty riled up about the

traffic and want the city to address it immediately. They want the City of Middleton to take care of the roads and infrastructure because they do not feel Middleton is addressing and preparing for increased traffic in their area. They think Highway 44 is the biggest problem for traffic.

Residents questioned why we were doing R-3 instead of the one acre residential lots. The residents also wanted us to clarify the commercial zoning across from the high school and discussed different types of commercial entities they would like to see there. Majority were in favor of having commercial development along Emmett.

Residents expressed that they believe Middleton is not growing responsibly. They were concerned about having the increased density on the west side of Emmett.

They wanted to know why the city did not want townhouses built in this location. Amy explained the City Council's thoughts.

Residents along Willis are concerned about irrigation.





Project  
**Pheasant Ridge**  
 Project #  
**3.20**

Date  
**3/17/2021**

Engineer  
**R Lacey**

Project Mgr  
**B Preece**

Sheet  
**1 of 1**

### 100 YEAR, RETENTION CALCULATION

#### CATCHMENT PROPERTIES

##### Area Composition

Hardscape	10.10
Building	7.00
Landscape	27.79
<b>Total Area</b>	<b>44.89</b>

##### Runoff Coefficients

Ch	0.95
Cr	0.9
Cl	0.15
<b>Composite C</b>	<b>0.45</b>

Time (min)	Intensity (in/hr)	CA	Runoff (cf)	Allowable (cf)	Storage (cf)
5	4.35	20.06	26,184	0	26,184
10	3.1	20.06	37,320	0	37,320
15	2.49	20.06	44,964	0	44,964
30	1.67	20.06	60,313	0	60,313
60	1.03	20.06	74,398	0	74,398
120	0.62	20.06	89,567	0	89,567
					<u>89,567</u>
					60,313

LONG FAMILY TRUST  
LONG FRANCIS C TRUSTEE JR  
13125 WILLIS RD  
CALDWELL, ID 83607

THE BOREN'S  
THAYNE & ASHLEY BOREN  
16744 OASIS RD  
CALDWELL, ID 83607

THE POOL'S  
SCOTT & TRACI POOL  
13274 GREENWELL LN  
CALDWELL, ID 83607

THE KIMMEL'S  
RICHARD & JOY KIMMEL  
13036 WILLIS RD  
CALDWELL, ID 83607

PEDRO AVALOS  
GONZALEZ MARIA VILLA  
13284 WILLIS RD  
CALDWELL, ID 83607

THE STOMNER'S  
JOHN & MINDY STOMNER  
13145 WILLIS FALLS CT  
CALDWELL, ID 83607

THE SHEETS'  
DONALD & SHARON SHEETS  
13098 WILLIS RD  
CALDWELL, ID 83607

THE ZODROW'S  
RICKY & LETITIA ZODROW  
24049 WILLIS CREEK ST  
CALDWELL, ID 83607

HIRAM LECEDRE  
13223 WILLIS FALLS CT  
CALDWELL, ID 83607

THE STEEL'S  
WESLEY & RICHARD STEELE  
13173 WILLIS FALLS CT  
CALDWELL, ID 83607

THE HEINDEL'S  
JEFF & KELLY HEINDEL  
13229 WILLIS RD  
CALDWELL, ID 83607

THE CROSSLEY'S  
DANIEL & SHERIE CROSSLEY  
13189 WILLIS RD  
CALDWELL, ID 83607

HODGES GORDON AND KATHRYN  
TRUST  
HODGES KATHRYN D TRUSTEE  
13201 WILLIS RD  
CALDWELL, ID 83607

THE KOFOED'S  
LANE & TAMARA KOFOED  
22958 CONRAD CT  
MIDDLETON, ID 83644

APPLE PROPERTIES LLC  
24596 SHAUTZY LN  
CALDWELL, ID 83607

DORIS REESER  
24031 EMMETT RD  
CALDWELL, ID 83607

JORDAN RENTAL PROPERTIES LLC  
104 E FAIRVIEW AVE NO 225  
MERIDIAN, ID 83642

THE HYLTON'S  
NICHOLAS & CINDY HYLTON  
13075 WILLIS RD  
CALDWELL, ID 83605

THE THWEATT'S  
ROY & JOLYNN THWEATT  
13089 WILLIS RD  
CALDWELL, ID 83607

APPLE GARREN S AND MICHELLE E  
REVOCABLE LIVING TRUST  
APPLE MICHELLE E TRUSTEE  
24596 SHAUTZY LN  
CALDWELL, ID 83607

WILLIS CREEK HOMEOWNERS  
ASSOCIATION INC  
24122 WILLIS CREEK ST  
CALDWELL, ID 83607

TOLL SOUTHWEST LLC  
3103 W SHERYL DR STE 100  
MERIDIAN, ID 83642

PHEASANT POINT MIDDLETON LLC  
PO BOX 140059  
BOISE, ID 83714

MIDDLETON SCHOOL DIST NO 134  
5 S 3RD AVE W  
MIDDLETON, ID 83644

THE CHAN'S  
RYLAN & MOLLY CHAN  
24620 SHAUTZY LN  
CALDWELL, ID 83607



## PHEASANT HEIGHTS

A PART OF GOVERNMENT LOT 1 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T4N, R3W, WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO

### SITE LEGEND

- PROPERTY BOUNDARY LINE
- - - ADJACENT PROPERTY BOUNDARY LINE
- - - RIGHT OF WAY BOUNDARY LINE
- LOT LINE
- - - ADJACENT LOT LINE
- ROAD CENTERLINE
- - - SECTION LINE
- - - EASEMENT
- EXISTING EDGE OF ASPHALT
- .... PROPOSED LANDSCAPE BUFFER

### SITE NOTES

- SUBDIVISION EXTERIOR REQUIRED TO BE FENCED IN CONFORMANCE WITH APPROVED FENCING PLAN.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- ALL STREETS PROPOSED IN THIS DEVELOPMENT ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF MIDDLETON STANDARDS. ADD TYPICAL SECTION FOR LOCAL ROADS AND EMMETT ROAD (5 LANE URBAN).
- ALL EXISTING WELLS SHALL BE ABANDONED PER IDWR REGULATIONS. ALL SEPTIC SYSTEMS SHALL BE COMPLETELY REMOVED AND THE AREA RECOMPACTED PER GEOLOGICAL REPORT.
- DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
- SANITARY SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
- THIS DEVELOPMENT HAS A DEVELOPMENT AGREEMENT WITH INSTRUMENT # \_\_\_\_\_.
- ALL BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN COMPLIANCE WITH THE R-3 ZONING AT TIME OF BUILDING PERMIT ISSUANCE.
- FIBER OPTIC TO BE PROVIDED TO EACH LOT DURING JOINT TRENCH CONSTRUCTION PER THE CITY OF MIDDLETON SUPPLEMENT TO THE ISPWC.
- LOT LINES COMMON TO STREET RIGHT-OF-WAY CONTAIN A 10-FOOT WIDE PERMANENT EASEMENT FOR PUBLIC AND PRIVATE UTILITIES.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES AND PEDESTRIAN WALKWAY OVER THE FIVE FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TEN FEET ADJACENT TO ANY REAR LOT LINE OF SUBDIVISION BOUNDARY.
- SEWER AND WATER CAPACITY SHALL BE RESERVED WHEN CITY APPROVES CONSTRUCTION DRAWINGS.
- ALL LOTS ARE RESIDENTIAL LOTS EXCEPT (L1 B1, L47 B1, L1 B4, AND L3 B4)
- L1 B1 - OPENSAPCE / DETENTION OWNED BY HOA  
L47 B1 - OPENSAPCE / LANDSCAPE BUFFER OWNED BY HOA  
L1 B4 - OPENSAPCE OWNED BY HOA  
L3 B4 - OPENSAPCE / PARK OWNED BY HOA
- MAILBOX CLUSTERS ARE LOCATED ON LOTS L1 B1 AND L3 B4
- LOT L3 B4 IS TO BE A PARK TO INCLUDE A FIELD, WALKING PATHS, AND CHILDRENS PLAYGROUND
- IRRIGATION SYSTEMS ARE TO BE COORDINATED WITH LOCAL UTILITY PROVIDERS AND LANDSCAPING DESIGN
- ALL ROADS ARE TO HAVE A MINIMUM 90° RADIUS

### DEVELOPER/APPLICANT

INFINITE REAL ESTATE  
REALLY PATH SOUTH VALLEY  
HIGHLAND, UT 84003  
TEL: 801.309.6485  
CONTACT: AMY JOHNSON

### CIVIL ENGINEER

GALLOWAY & COMPANY, INC.  
2015 W GROVE PKWY., SUITE H  
PLEASANT GROVE, UT  
TEL: 303.770.8884  
CONTACT: BOYD PREECE

### SURVEYOR

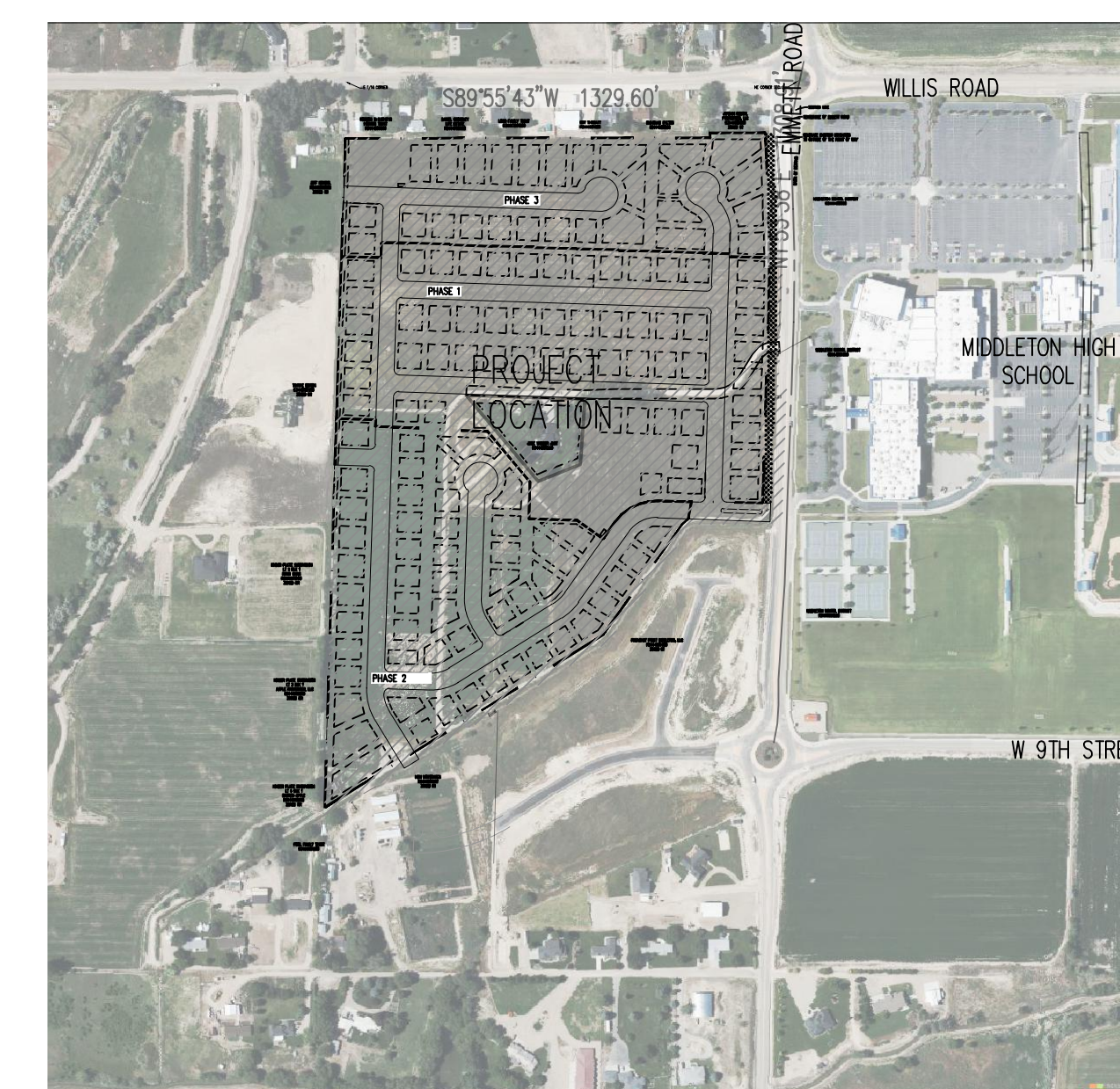
EAGLE LAND SURVEYING, LLC  
106 W MAIN STREET  
MIDDLETON, ID 83644  
PHONE: 208.861.7513  
CONTACT: JEREMY FIELDING

### SITE SUMMARY

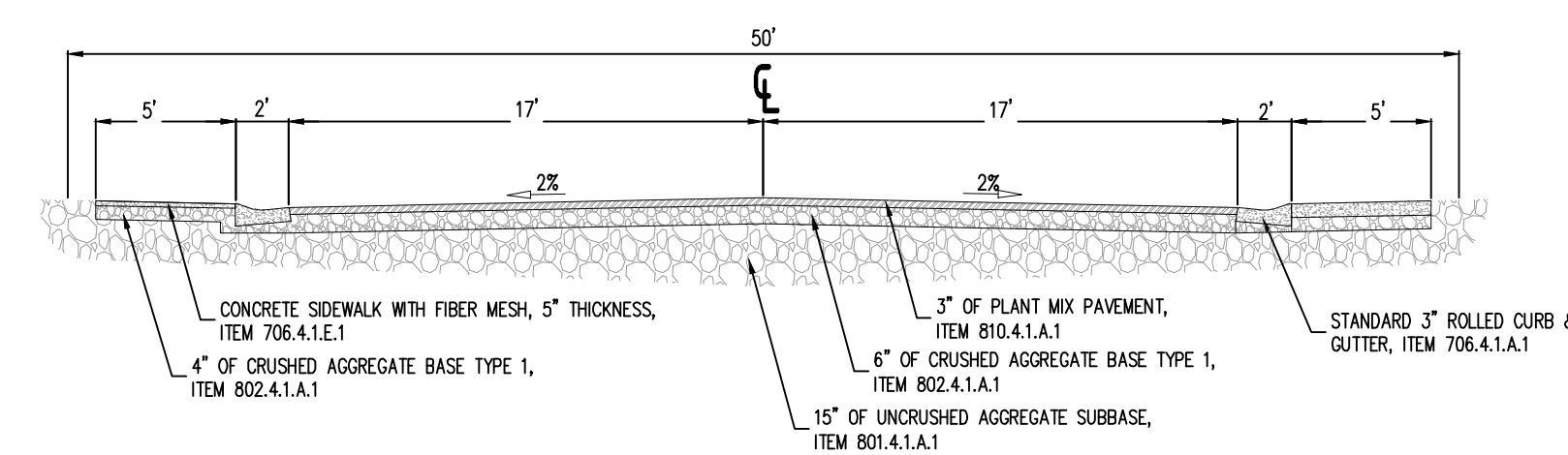
TOTAL SITE	46.97 ACRES
TOTAL RESIDENTIAL	32.39 ACRES
TOTAL RESIDENTIAL LOTS	137
EMMETT ROW DEDICATION	0.56 ACRES
PRIVATE ROAD AREA	8.7 ACRES
CANAL EASEMENT AREA	0.87 ACRES
OPEN SPACE REQUIRED	2.29 ACRES
OPEN SPACE AREA	3.28 ACRES

### SHEET INDEX

C1.0	SITE PLAN
C2.0	OVERALL UTILITY PLAN
C2.1	ENLARGED UTILITY PLAN
C2.2	ENLARGED UTILITY PLAN



### VICINITY MAP



2015 W. Grove Pkwy, Suite H  
Pleasant Grove, UT 84062  
303.770.8884  
gallowayUS.com

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PHEASANT HEIGHTS  
PRELIMINARY PLAT

MIDDLETON, ID

#	Date	Issue / Description	Init.

Project No: IEG 3.20  
Drawn By: RCL  
Checked By: BAP  
Date: 2021/03/19

SITE PLAN

C1.0

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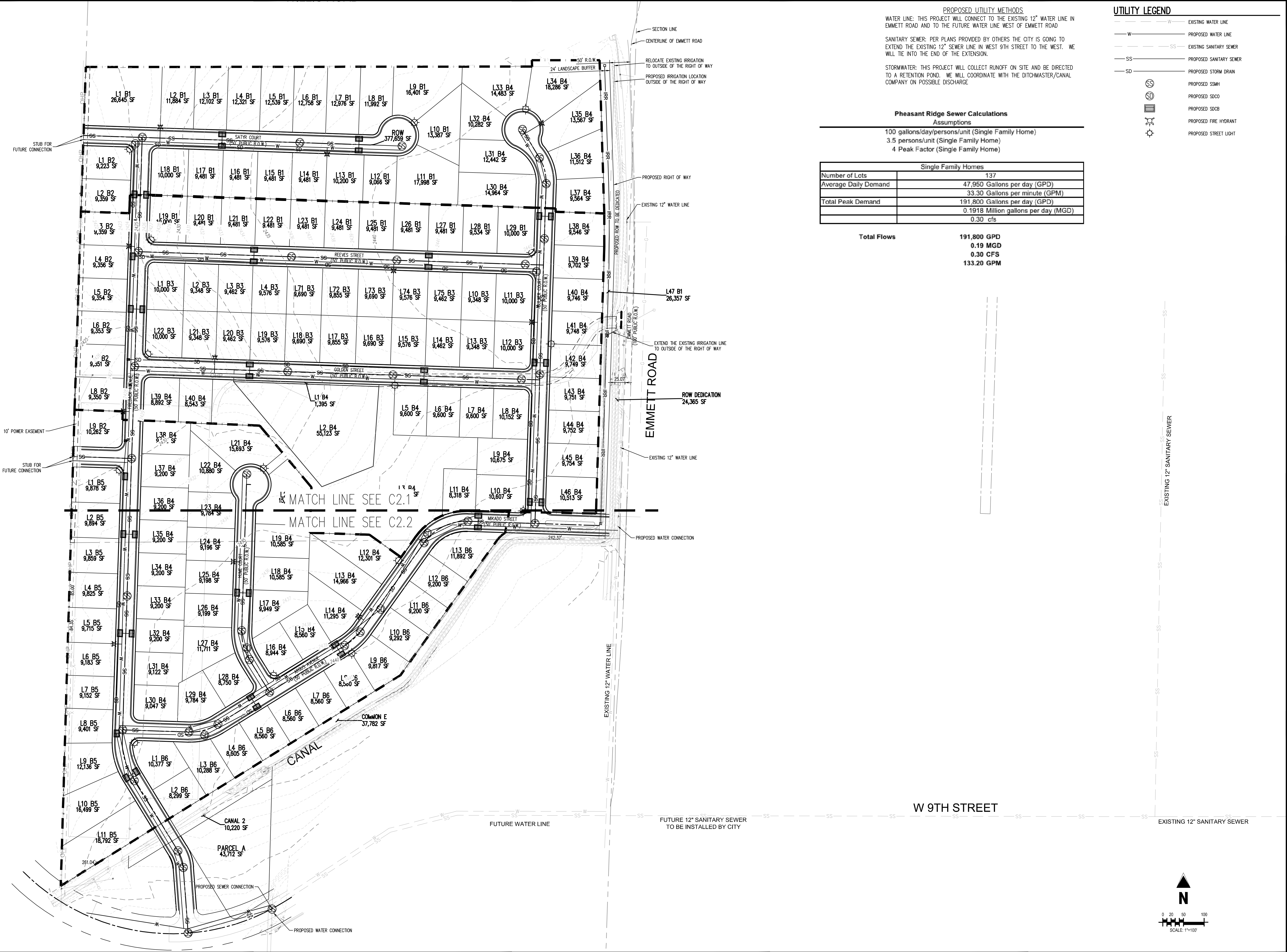
**PHEASANT HEIGHTS  
PRELIMINARY PLAT**  
  
**MIDDLETON, ID**

#	Date	Issue / Description	Init.

Project No:	IEG 3.20
Drawn By:	RCL
Checked By:	BAP
Date:	2021/03/19

UTILITY PLAN

C2.0



**PROPOSED UTILITY METHODS**  
 WATER LINE: THIS PROJECT WILL CONNECT TO THE EXISTING 12" WATER LINE IN EMMETT ROAD AND TO THE FUTURE WATER LINE WEST OF EMMETT ROAD  
 SANITARY SEWER: PER PLANS PROVIDED BY OTHERS THE CITY IS GOING TO EXTEND THE EXISTING 12" SEWER LINE IN WEST 9TH STREET TO THE WEST. WE WILL TIE INTO THE END OF THE EXTENSION.  
 STORMWATER: THIS PROJECT WILL COLLECT RUNOFF ON SITE AND BE DIRECTED TO A RETENTION POND. WE WILL COORDINATE WITH THE DITCHMASTER/CANAL COMPANY ON POSSIBLE DISCHARGE.

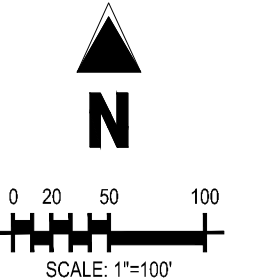
- UTILITY LEGEND**
- W — PROPOSED WATER LINE
  - SS — PROPOSED SANITARY SEWER
  - SD — PROPOSED STORM DRAIN
  - ⊗ PROPOSED SS/MH
  - ⊙ PROPOSED SDOC
  - ⊠ PROPOSED SDCB
  - ⊕ PROPOSED FIRE HYDRANT
  - ⊛ PROPOSED STREET LIGHT

**Pheasant Ridge Sewer Calculations**  
 Assumptions  
 100 gallons/day/person/unit (Single Family Home)  
 3.5 persons/unit (Single Family Home)  
 4 Peak Factor (Single Family Home)

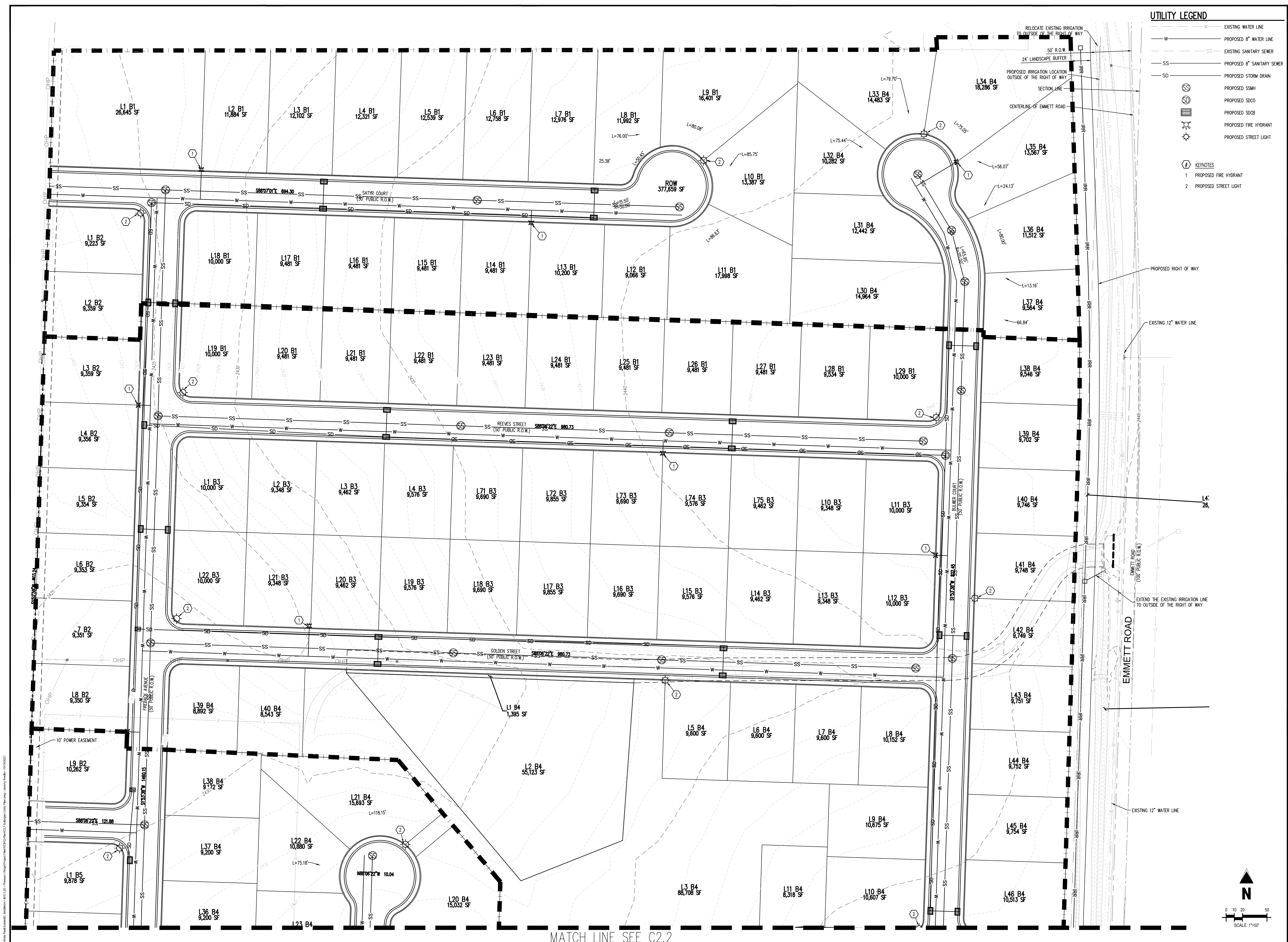
Single Family Homes	
Number of Lots	137
Average Daily Demand	47,950 Gallons per day (GPD)
Total Peak Demand	33.30 Gallons per minute (GPM)
	191,800 Gallons per day (GPD)
	0.1918 Million gallons per day (MGD)
	0.30 cfs

**Total Flows**

191,800 GPD  
 0.19 MGD  
 0.30 CFS  
 133.20 GPM



DRAWN BY: RCL / CHECKED BY: BAP / DATE: 2021/03/19 / PROJECT: PHEASANT HEIGHTS / SHEET: C2.0



**UTILITY LEGEND**

- EXISTING WATER LINE
- PROPOSED 8" WATER LINE
- EXISTING SANITARY SEWER
- PROPOSED 8" SANITARY SEWER
- PROPOSED STORM DRAIN
- ⊙ PROPOSED SSMH
- ⊙ PROPOSED SDOO
- ⊙ PROPOSED SDCB
- ⊙ PROPOSED FIRE HYDRANT
- ⊙ PROPOSED STREET LIGHT

**KEYNOTES**

- 1 PROPOSED FIRE HYDRANT
- 2 PROPOSED STREET LIGHT

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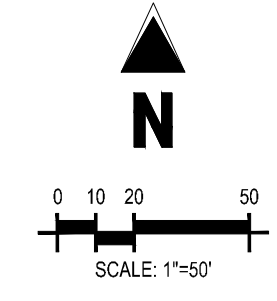
**PHEASANT HEIGHTS  
PRELIMINARY PLAT**

MIDDLETON, ID

#	Date	Issue / Description	Init.

Project No:	IEG 3.20
Drawn By:	RCL
Checked By:	BAP
Date:	2021/03/19

UTILITY PLAN



MATCH LINE SEE C2.2

**C2.1**

MATCH LINE SEE C2.1

UTILITY LEGEND

- W — EXISTING WATER LINE
- W — PROPOSED 8" WATER LINE
- SS — EXISTING SANITARY SEWER
- SS — PROPOSED 8" SANITARY SEWER
- SD — EXISTING STORM DRAIN
- SD — PROPOSED STORM DRAIN
- ⊕ PROPOSED SSMH
- ⊕ PROPOSED SDOC
- ⊕ PROPOSED SDCB
- ⊕ PROPOSED FIRE HYDRANT
- ⊕ PROPOSED STREET LIGHT
- ① KEYNOTES
- 1 PROPOSED FIRE HYDRANT
- 2 PROPOSED STREET LIGHT



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**PHEASANT HEIGHTS  
PRELIMINARY PLAT**

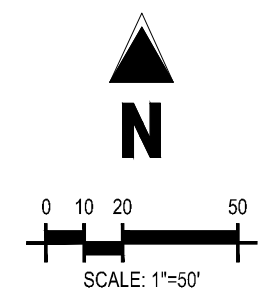
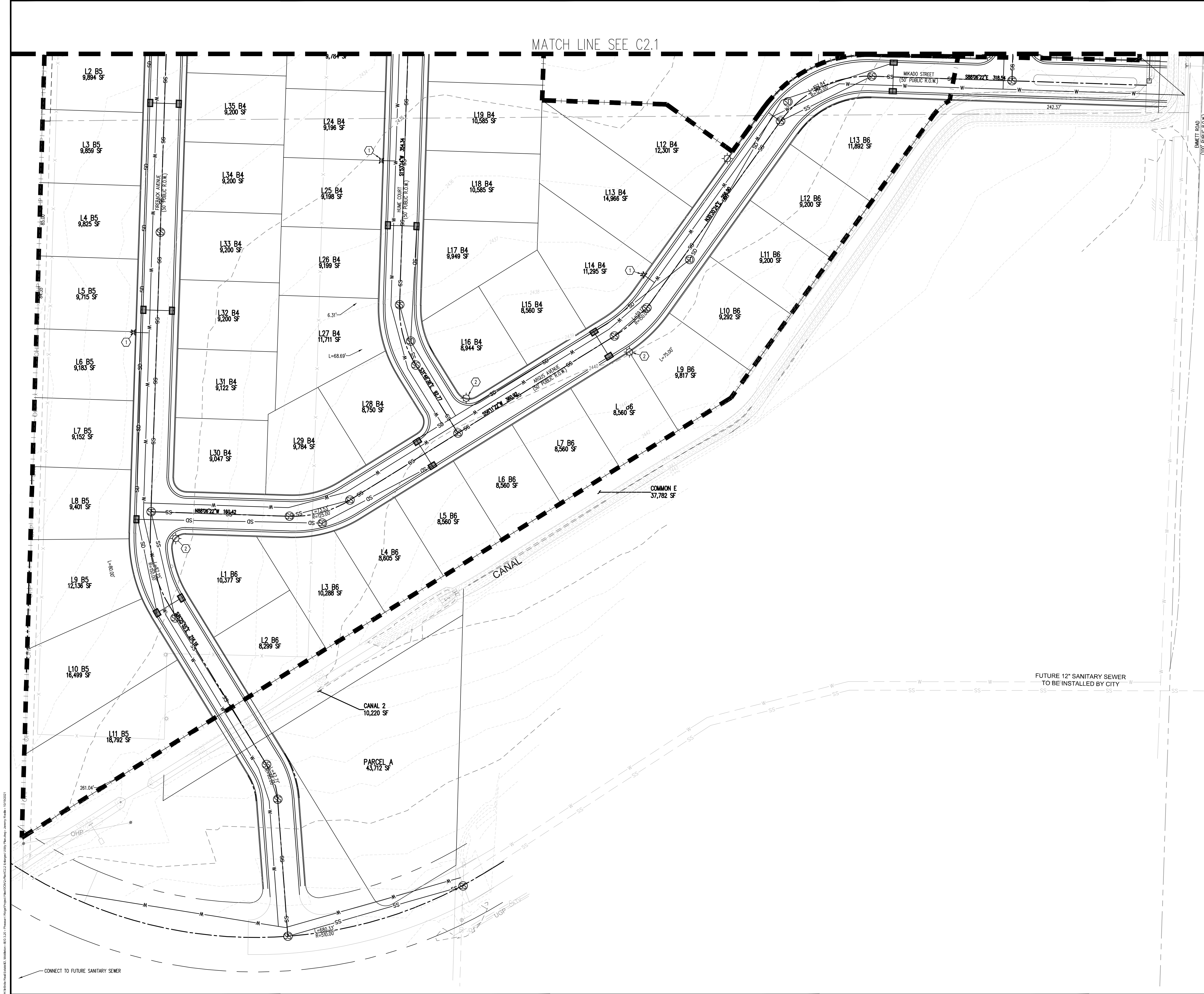
MIDDLETON, ID

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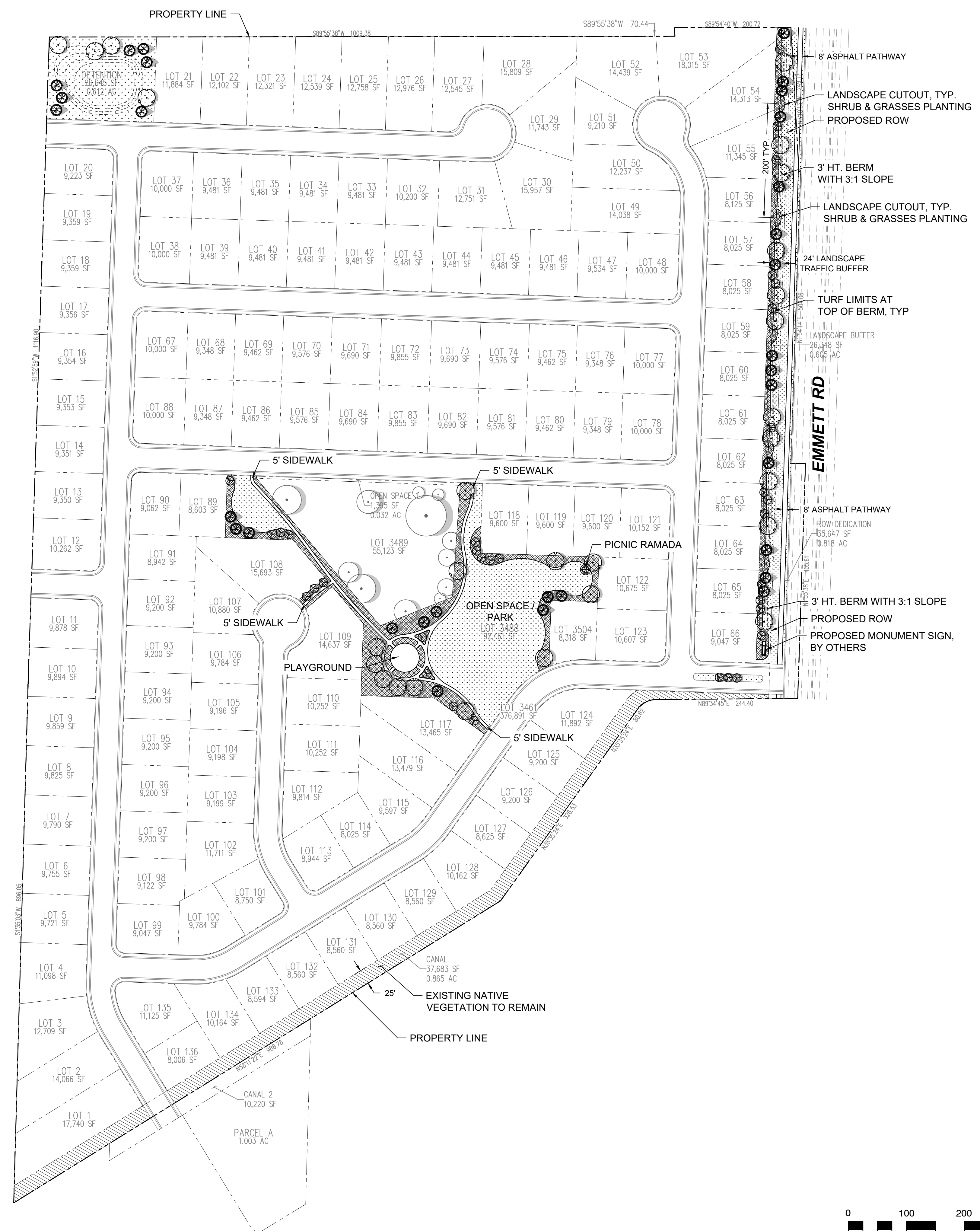
Project No: IEG 3.20  
Drawn By: RCL  
Checked By: BAP  
Date: 2021/03/19

UTILITY PLAN

C2.2



1/28/2021 10:00 AM C:\Users\galloway\OneDrive\Documents\Projects\2021\PHASANT HEIGHTS PRELIMINARY PLAT\PHASANT HEIGHTS PRELIMINARY PLAT.dwg User: galloway



**LANDSCAPE REQUIREMENTS**

SITE AREA: 2,010,486 SF (46.15 ACRES)  
 EXISTING ZONING: R3

5-4-10-6 TRAFFIC BUFFER REQUIREMENTS	REQUIRED	PROVIDED
TRAFFIC BUFFER LANDSCAPE WIDTH:	24' MINIMUM	24'
3' HT BERM @ 2.5:1 SLOPE:	REQUIRED	PROVIDED, 3:1 SLOPE
LANDSCAPE CUTOUTS, 200 SF MIN. @ 330' INTERVALS, EMMETT ROAD	4 (200 SF MIN)	5 (200 SF) WITH ADDITIONAL BUFFER TREES, NOT REQ'D

5-4-10-10 OPEN SPACE	REQUIRED	PROVIDED
MINIMUM 5% LANDSCAPED OPEN SPACE: 'AESTHETICALLY PLEASING AND SUFFICIENTLY LARGE TO ACCOMMODATE GROUP AND/OR RECREATIONAL ACTIVITIES'	100,524 SF (2,010,486 * 5%)	146,922 SF (3.37 ACRES) (7%)

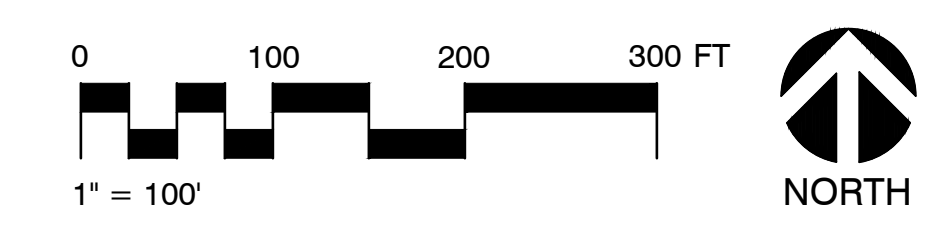
OPEN SPACE INCLUDES CENTRALIZED OPEN SPACE (PARK), EMMETT ROAD LANDSCAPE BUFFER, AND DETENTION AREA.

**DISCLAIMER**

OPEN SPACE AMENITIES LAYOUT IS CONCEPTUAL ONLY, AND IS SUBJECT TO CHANGE.

**CONCEPT PLANT SCHEDULE**

- DECIDUOUS TREE** 27
  - 2" CALIPER, B&B
  - Acer platanoides 'Princeton Gold' / Princeton Gold Norway Maple
  - Celtis occidentalis / Common Hackberry
  - Tilia cordata / Littleleaf Linden
  - Ulmus x 'Frontier' / Frontier Elm
  
- ORNAMENTAL TREE** 33
  - 1-1/2" CALIPER, B&B
  - Acer tataricum 'GarAnn' TM / Hot Wings Tatarian Maple
  - Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Apple Serviceberry
  - Prunus virginiana 'Canada Red' / Canada Red Chokecherry
  
- EVERGREEN TREE** 31
  - 6" HT. MIN, B&B
  - Picea pungens 'Glauca' / Blue Colorado Spruce
  - Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Limber Pine
  - Pinus nigra / Austrian Pine
  
- EXISTING TREE (OFF SITE)**
  
- SHRUB & GROUND COVER PLANTING**
  - 1 GAL. - 5 GAL.
  - Berberis thunbergii 'Concorde' / Concorde Japanese Barberry
  - Buxus microphylla 'Green Velvet' / Green Velvet Boxwood
  - Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass
  - Euonymus alatus 'Compactus' / Compact Burning Bush
  - Juniperus sabina 'Broadmoor' / Broadmoor Juniper
  - Ligustrum vulgare 'Lodense' / Lodense Privet
  - Miscanthus sinensis 'Purpureascens' / Purple Maidenhair Grass
  - Perovskia atriplicifolia / Russian Sage
  - Potentilla fruticosa 'Gold Drop' / Gold Drop Bush Cinquefoil
  - Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Bumald Spiraea
  - Taxus x media 'Dark Green Spreader' / Dark Green Spreader Yew
  
- TURF GRASS**
  
- EXISTING NATIVE VEGETATION**



**CAUTION: NOTICE TO CONTRACTOR**

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

Kimley & Horn  
950 W. Barnack Street, Suite 1100 | Boise, ID 83702 | Tel. No. (208) 207-2885

CONCEPTUAL PLANTING PLAN

PHEASANT HEIGHTS PRELIMINARY PLAN

MIDDLETON, IDAHO

DRAWN BY: CMR 10/19/2021  
 DESIGNED BY: CMR 10/19/2021  
 CHECKED BY: CMR 10/19/2021

PROJECT No.: AS SHOWN  
 SCALE: AS SHOWN

STATE OF IDAHO  
 CHRISTOPHER M. BOSE  
 LA-16751  
 LICENSED LANDSCAPE ARCHITECT

SHEET  
**LP-1**