



Bingham County

Planning & Zoning Department
501 N. Maple #203, Blackfoot, ID 83221
Phone: (208) 782-3178 Fax: (208) 782-3868

File No. 3190A

Application Date 11/27/2024

APPLICATION FOR SUBDIVISION PLAT

SUBDIVISION NAME: Murkwood Subdivision

Property Owner(s) Name: Matthew & Corrie Cagle, John & Tracy Stewart Phone: 208-680-1551

Address: 759 W. 200 N. City/Zip: Blackfoot, ID 83221

Property Owner Email: radwaste450@icloud.com Developer Email: adamstewarts@hotmail

Developer Name Adam Stewart Phone: 208-681-3398

Address 198 N 750 W City/Zip Moreland, ID 83256

Location and Legal Description

Township Range Section Acreage 3.99 Proposed # of Lots 4

NOTE: ATTACH "RECORDED" DEED

Existing Zone

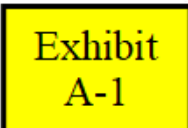
Submit:

- Completed Application
- Narrative: on a separate sheet of paper
Identifying existing use,
Intended use of subdivision,
Evaluating effects of proposed Subdivision on adjoining property,
General compatibility with other properties and uses.
Compliance with the Comprehensive Plan
- Subdivision Guarantee Policy from Title Company
- Three (3) soft copies of proposed Subdivision Plat: on 24" x 36" and one (1) on 11" x 17"
- Fees

Application Fees:

Application Fee 375
Deposit for Mailings & Publication 75
Total = 450

Attention: the applicant will be required to pay any additional fees that exceed the \$450 fee (example: second publication)



Subdivision Plat Review: the information/data listed below must appear on the Preliminary Plat as per Idaho Code §50-1304 and shall be certified prior to submittal to the Board.

<p>NAMES/ADDRESSES</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Subdivision Name <input checked="" type="checkbox"/> Owner(s) Name, Address & Phone <input checked="" type="checkbox"/> Developer Name, Address & Phone <input checked="" type="checkbox"/> Adjacent Property Owner/Development Names <p>LOCATION MAP</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Vicinity Map Showing Relation to One (1) Mile Radius <input checked="" type="checkbox"/> Legal Description/Proof of Ownership <input checked="" type="checkbox"/> Public Land Corners or Other Acceptable Monuments <input checked="" type="checkbox"/> North Point <input checked="" type="checkbox"/> Scale (Minimum 1" = 400') <p>TOPOGRAPHY</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Contours <input checked="" type="checkbox"/> Countour Intervals Noted (Minimum 5' Intervals) <p>GEOLOGY</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Flood Plain Designation, If Applicable <input checked="" type="checkbox"/> Attach Depth to Water/Drainage/Permeability <input checked="" type="checkbox"/> Attach Soil Types & Depth 	<p>MISCELLANEOUS</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Zone Classification(s) <input checked="" type="checkbox"/> Highways and/or Current Streets <input checked="" type="checkbox"/> Right-of-Ways, Easements & Widths <input checked="" type="checkbox"/> Road Cross Sections <p>PROPOSED</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Subdivision Acreage <input checked="" type="checkbox"/> Number of Lots <input checked="" type="checkbox"/> Average Lot Size (Acreage) <input checked="" type="checkbox"/> Utility/Easement Locations & Widths <input checked="" type="checkbox"/> Type of Water/Septic System <input checked="" type="checkbox"/> Approval from the Health Dept <input type="checkbox"/> Open Areas <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Street Names (Numerical Designation Required) <input type="checkbox"/> Proposed Phasing Schedule <p>ENGINEERING DATA</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Name, Address & Phone <input checked="" type="checkbox"/> Date Drawn
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Appointment of Designated Agent

I, we the undersigned owner(s) of the property described throughout this Application, hereby appoint the following person as my, our representative for all transactions regarding this Application between myself/ourselves, as owner(s), and Bingham County:

Carrie Gagle 11-26-24

Designated Agent: Chois Street

Property Owner Signature: [Signature] Date: 11-25-2024

Property Owner Signature: [Signature] Date: 11-26-2024

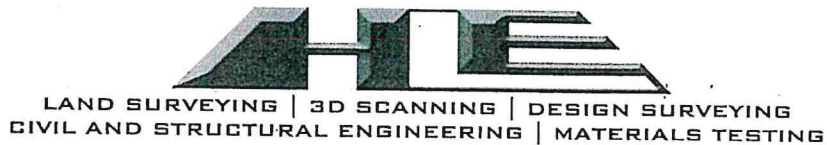
DECLARATION: By signing this application, it is understood and agreed that permission is hereby given to the duly authorized representative of Bingham County to, place & remove signs on the subject property and verify authenticity of the applicant(s) and property owner(s). It is further understood that the Zoning Administrator and staff may inspect the subject property, take photographs and obtain any verifications and data necessary for preparation of its report to the Planning & Zoning Board. I hereby acknowledge that I have read this application and understand the contents. I also state that the above information is correct.

Applicant(s):

[Signature] 11-25-2024
 Signature Date

[Signature] 11-26-2024
 Signature Date

Carrie Gagle 11-26-24



MURKWOOD SUBDIVISION NARRATIVE:

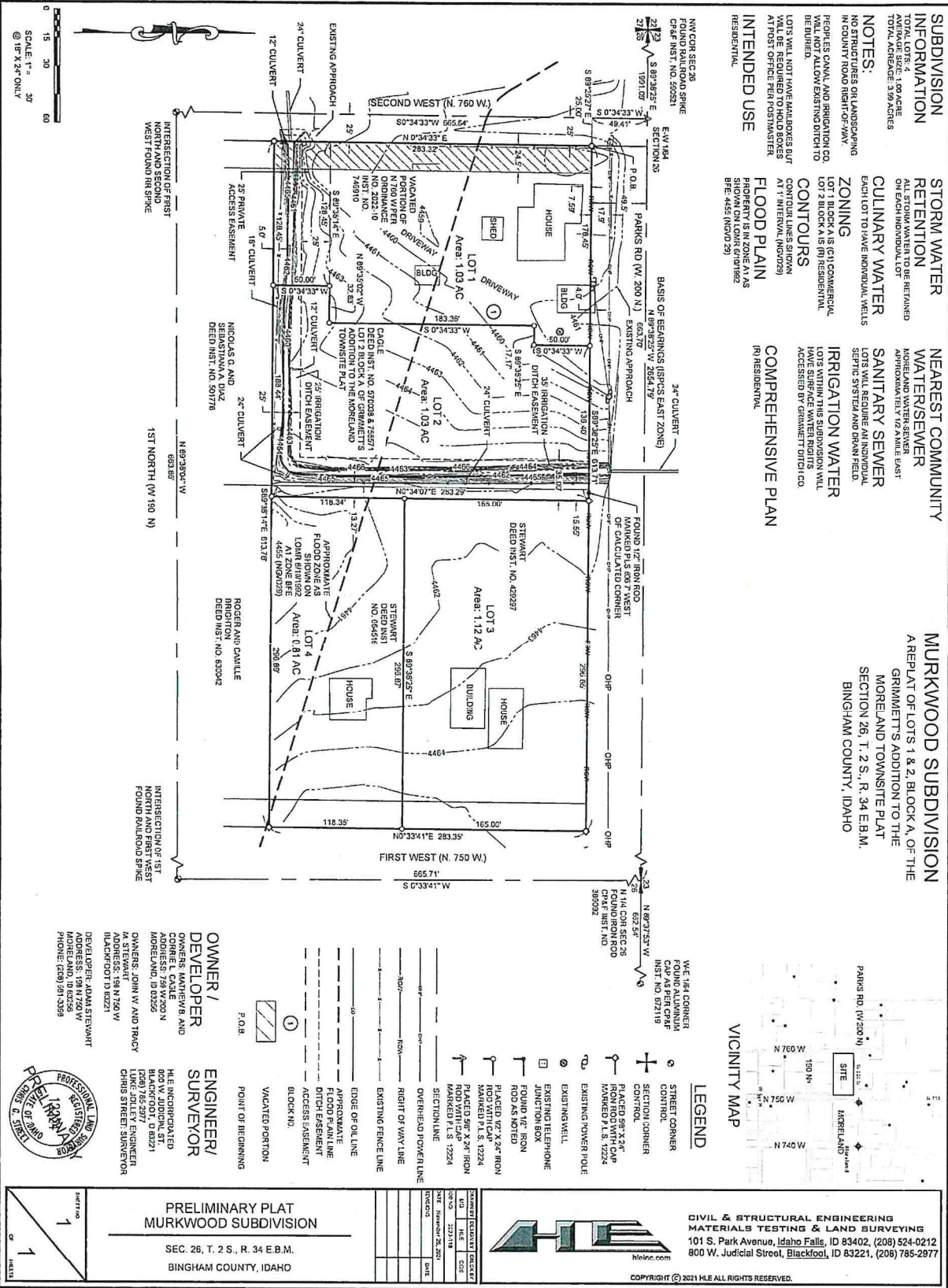
This proposed 4 Lot subdivision is located at the corner of West 200 North and North 760 West and consists of Lots 1 and 2 of Block A of the Grimmer's Addition to the Moreland Townsite. Lot 1 of Block A is currently a 2-acre single-family residence with irrigated pasture ground that is zoned mostly R and a small portion is C1. Lot 2 of Block A is currently two parcels zoned C1. It is proposed that the zoning remain the same and the Lot 4 be allowed to remain less than one acre in size. The three existing residences have existing individual wells and individual Septic drain fields.

The Bingham County Comprehensive Plan shows the Lots as residential/residential agricultural. The proposed lot sizes have an average of 1.00 acre. The existing residence of Lot 1 Block A will be the new Lot 1 and will retain its current direct access on to 200 North. A second lot, Lot 2, will be created from the undeveloped portion of the property and will have access to County Road N. 760 W through a 25' private access easement. Lot 2 Block A has 2 existing residences on it and these will each be retained on new Lots 3 and 4. The surrounding adjacent parcels are similar in size and use. Moreland Estates Division 2 is located a ¼ mile West and Trejo Division 1 is located ½ a mile NE of the proposed subdivision.

The lots will have individual wells and individual Septic systems. These lots will have irrigation water rights, accessed by the Grimmer Ditch Company. The nearest community water and sewer lines are located approximately 0.5 miles East, both operated by Moreland Water and Sewer District.

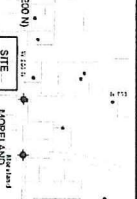
With similar Lot sizes, this proposed subdivision would match the existing use of the surrounding lands and is in accordance with the County's existing comprehensive plan for this area.

Exhibit
A-2



- SUBDIVISION INFORMATION**
TOTAL LOTS: 4
AVERAGE SIZE: 1.09 ACRES
TOTAL ACRES: 3.89 ACRES
- STORM WATER RETENTION**
ALL STORM WATER TO BE RETAINED ON EACH INDIVIDUAL LOT
- CULINARY WATER**
EACH LOT TO HAVE INDIVIDUAL WELLS
- ZONING**
LOT 1 BLOCK A IS (R) COMMERCIAL
LOT 2 BLOCK A IS (R) RESIDENTIAL
- CONTOURS**
2' INTERVALS SHOWN AT 10' INTERVAL (MS 920)
- FLOOD PLAIN**
PROPERTY IS IN ZONE A1 AS SHOWN ON LOWER QUAD 29
- NEAREST COMMUNITY WATER/SEWER**
MORELAND WATER SEWER APPROXIMATELY 1/2 MILE EAST
- SANITARY SEWER**
18" DUAL WALL SEWER PIPE INDIVIDUAL SEWER SYSTEM AND DRAINAGE FIELD
- IRRIGATION WATER**
LOTS WITHIN THIS SUBDIVISION WILL HAVE SURFACE WATER RIGHTS ACCESSED BY GRADIENT DITCH CO.

MURKWOOD SUBDIVISION
A REPLAT OF LOTS 1 & 2, BLOCK A, OF THE GRIMMETT'S ADDITION TO THE MORELAND TOWNSHIP PLAT SECTION 26, T. 2 S., R. 34 E.B.M., BINGHAM COUNTY, IDAHO



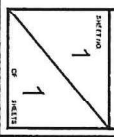
- LEGEND**
- WE 7/84' CORNER CAP AS PER CAP INST NO 872119
 - N 1/4 COR SEC 26 CAP AS PER CAP INST NO 872119
 - STREET CORNER CONTROL
 - SECTION CORNER CONTROL
 - PLACED 5/9" X 24" ROD WITH CAP MARKED P.L.S. 12224
 - PLACED 5/8" X 24" ROD WITH CAP MARKED P.L.S. 12224
 - EXISTING POWER POLE
 - EXISTING WELLS
 - EXISTING TELEPHONE JUNCTION BOX
 - FOUND 7/8" IRON ROD AS NOTED
 - PLACED 1/2" X 24" IRON ROD WITH CAP MARKED P.L.S. 12324
 - PLACED 5/8" X 24" IRON MARKED P.L.S. 12324
 - SECTION LINE
 - OVERHEAD POWER LINE
 - EDGE OF DIRT LINE
 - APPROXIMATE FLOOD PLAIN LINE
 - DITCH EASEMENT
 - ACCESS EASEMENT
 - BLOCK NO.
 - VACATED PORTION
 - P.O.B.
 - POINT OF BEGINNING



OWNER / DEVELOPER
OWNERS: MATTHEW B. AND AMY S. STEWART
ADDRESS: 789 W. 200 N
MORELAND, ID 83226
PHONE: (208) 785-2977

ENGINEER / SURVEYOR
M.E. INCORPORATED
2300 W. 160 N
BLAICKFOOT, ID 83221
PHONE: (208) 785-2977
LONG-DALE ENGINEER
6789 STREET, SUNTEGAR
BLAICKFOOT, ID 83221

DEVELOPER: ADAM STEWART
ADDRESS: 198 N 750 W
MORIELAND, ID 83236
PHONE: (208) 391-5039



PRELIMINARY PLAT
MURKWOOD SUBDIVISION
SEC. 26, T. 2 S., R. 34 E.B.M.
BINGHAM COUNTY, IDAHO

DATE	BY	DESCRIPTION
NOV 14 2023	M.E. INCORPORATED	PRELIMINARY PLAT
NOV 14 2023	M.E. INCORPORATED	REVISION

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

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WARRANTY DEED

FOR VALUE RECEIVED

Keith McBride and JoAnn McBride
the Grantor(s), do(es) hereby grant, bargain, sell, and convey unto

John Stewart and Tracy Stewart
whose current address is

P.O. Box F
Moreland, Id 83256

the Grantee(s), the following described premises in Bingham County, Idaho, TO-WIT:

Instrument # 664516

BINGHAM COUNTY
2-2-2015 01:02:28 PM No. of Pages: 1
Recorded for: KEITH MCBRIDE
PAMELA W. ECKHARDT Fee: 10.00
Ex-Officio Recorder Deputy

PE

Lot 1 less the N. 165 feet in Block A of the Grimmett's Addition to the Townsite of Moreland, Bingham County, Idaho, according to the recorded plat thereof recorded in Book A of Plats, Page 60, records of said Bingham County.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water, water rights, ditch and ditch rights.

TO HAVE AND TO HOLD the said premises, with its/their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

DATED THIS 2nd day of February, 2015

Keith McBride Grantor

JoAnn McBride Grantor

STATE OF Idaho } ss.

COUNTY OF Bingham

On this 2nd day of February, 2015, before me the undersigned, a Notary Public in and for said State personally appeared Keith + JoAnn McBride known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Julie Pulley
Notary Public for Idaho
Residing at: Blackfoot
My Commission Expires: 3/17/2021

664516

Exhibit A-4

QUIT CLAIM DEED

Instrument # 758571

BINGHAM COUNTY

11-20-2023 02:52:07 PM No. of Pages: 1

Recorded for : 1500 HARPER LEAVITT ENGINEERING

PAMELA W. ECKHARDT

Fee: 15.00

Ex-Officio Recorder Deputy

THIS INDENTURE, made this 17 day of November, 2023 between John W. Stewart and Tracy M. Stewart, husband and wife, hereinafter referred to as "GRANTOR", and Matthew B. Cagle and Corrie L. Cagle, husband and wife, hereinafter referred to as "GRANTEE".

WITNESSETH

For and in consideration of the sum of One and No/100 Dollars(\$1.00) and other good and valuable consideration paid by GRANTEE, the receipt of which is hereby acknowledged, GRANTORS hereby convey, release, remise and forever quit claim the following described real estate, situated in the County of Bingham, State of Idaho, to-wit:

Part of Lot 1, Block A, of the Grimmert's Addition to the Moreland Townsite Plat Section 26, Township 2 South, Range 34 East, B.M. Bingham County, Idaho described as:

Commencing at the Northwest corner of Section 26; Thence, S 89°38'25" E 1991.09 feet to the E-W 1/64 corner on the North line of Section 26, point also being the centerline of county road Second West (N. 760 W.); Thence, along said centerline S 0°34'33" W 49.41 feet; Thence, S 89°25'27" E 25.00' to the intersection of the Easterly Right of Way of County Road Second West (N. 760 W.) and Southerly Right of Way of Parks Road (W. 200 N.); Thence, along said Southerly Right of Way S 89° 38' 25" E 306.85 feet to the Northwest corner of Deed Inst. No. 429297 and the Point of Beginning; Thence, along the North line of said Deed S 89° 38' 25" E 3.00 feet; Thence, S 00° 34' 07" W 283.34 feet to a point on the South line of Said Deed; Thence, along said South line N 89° 38' 14" W 3.00 feet to the Southwest corner of said Deed; Thence N 00° 34' 07" E 283.34 feet to the Point of Beginning.

Parcel contains 0.02 acres more or less.

IN WITNESS WHEREOF, GRANTORS have hereunto subscribed their hands and seals on this day and year first above written.

John W. Stewart
John W. Stewart
Tracy M. Stewart
Tracy M. Stewart

State of Idaho)
) ss.
County of Bingham)

On this 17 November 2023, before me, a Notary Public in and for said State, personally appeared John W. Stewart and Tracy M. Stewart, Known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same.

NATALIE GRACE BUCKLEIN
Notary Public - State of Idaho
Commission Number 20224581
My Commission Expires Sep 22, 2028

Natalie Grace Bucklein
Notary Public for Idaho
Residing at: Blackfoot ID
Commission Expires: 9/22/2028

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

570038

RECORDED AT THE REQUEST OF
BLACKFOOT, IDAHO
FEE DEP

2006 JUL 28 PM 4:37

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **169680-B (ld)**

Date: **July 2, 2006**

For Value Received, **Mathew Cagle and Corrie Cagle, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Mathew B Cagle and Corrie L Cagle, husband and wife**, hereinafter called the Grantee, whose current address is **759 West 200 North, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Lot 2, Block A, Grimmitt Addition to the Townsite of Moreland, Bingham County, Idaho, as shown on the recorded plat thereof.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 07/25/2006

Warranty Deed
- continued

File No.: 169680-B (Id)

By: _____
[Signature]
Mathew Cagle

By: _____
[Signature: Corrie Cagle]
Corrie Cagle

STATE OF Idaho)
) SS.
COUNTY OF Bingham)

On this **Twenty-sixth day of July, 2006**, before me, a Notary Public in and for said State, personally appeared **Mathew Cagle and Corrie Cagle**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



[Signature]
Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

570038

Instrument # 746910

BINGHAM COUNTY

6-29-2022 09:22:04 AM No. of Pages: 7

Recorded for : BINGHAM COUNTY COMMISSIONERS

PAMELA W. ECKHARDT Fee: 0.00

Ex-Officio Recorder Deputy



**BINGHAM COUNTY
ORDINANCE 2022-10**

**AN ORDINANCE AND ORDER PROVIDING FOR THE VACATION OF PORTIONS OF THE
MORELAND TOWNSITE IN BINGHAM COUNTY, IDAHO**

BE IT ORDAINED by the Board of County Commissioners of Bingham County, Idaho, as follows:

Section 1: **Vacation of County Road Rights-of Way:** Pursuant to Idaho Code § 40-203, the Bingham County Commissioners hereby vacate Road Right-of-Way's within the Moreland Townsite as follows:

MORELAND TOWNSITE

1.

Portions of First West (750 W) and Center Street (175 N) adjoining Instrument No. 206569 and Blocks 7 & 8 of the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The east 24.5 feet of First west (750 W) from the northwest corner of Block 8 south to the southwest corner of Block 7 lying west of Instrument number 206569, Block 7 and Block 8.

The north 14.5 feet of Center Street (175 N) lying south of Block 7.

Beginning at the southwest corner of Block 7; thence south 14.5 feet; thence northwest to a point 24.5 feet west of the southwest corner of Block 7; thence east 24.5 feet to the point of beginning.

2.

Portions of First East (725 W) and First North (190 N) adjoining Block 4 of the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The west 24.5 feet of First East (725 W) lying east of Block 4.

The north 24.5 feet of First North (190 N) lying south of Block 4.

Beginning at the southeast corner of Block 4; thence east 24.5 feet; thence southwest to a point 24.5 feet south of the southeast corner of Block 4; thence north 24.5 feet to the point of beginning.

3.

Portions of First North (190 N), First East (725 W) adjoining Block 3 of the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The south 24.5 feet of First North (190 N) lying north of Block 3.

The west 24.5 feet of First East (725 W) lying east of Block 3.

Beginning at the southeast corner of Block 3; thence east 24.5 feet; thence southwest to the southeast corner of Bingham County Ordinance 2021-12; thence north 24.5 feet to the point of beginning.

Beginning at the northeast corner of Block 3; thence north 24.5 feet; thence southeast to a point 24.5 feet east of the northeast corner of Block 3; thence west 24.5 feet to the point of beginning.

4.

Portions of Center Street (175 N), First West (750 W) and First South (160 N) adjoining Block 6 of the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The South 24.5 feet of Center Street (175 N) lying north of Block 6.

The East 24.5 feet of First West (750 W) lying west of Block 6.
The North 24.5 feet of First South (160 N) lying south of Block 6.
Beginning at the southwest corner of Block 6; thence south 24.5 feet; thence northwest to a point 24.5 feet west of the southwest corner of Block 6; thence east 24.5 feet to the point of beginning.
Beginning at the northwest corner of Block 6; thence west 24.5 feet; thence northeast to a point 24.5 feet north of the northwest corner of Block 6; thence south 24.5 feet to the point of beginning.

5.
Portions of First South (160 N), First West (750 W) and Second South (150 N) adjoining Block 5 of the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:
The south 24.5 feet of First South (160 N) lying north of Block 5.
The east 24.5 feet of First West (750 W) lying west of Block 5.
The north 24.5 feet of Second South (150 N) lying south of Block 5.
Beginning at the southwest corner of Block 5; thence south 24.5 feet; thence northwest to a point 24.5 feet west of the southwest corner of Block 5; thence east 24.5 feet to the point of beginning.
Beginning at the northwest corner of Block 5; thence west 24.5 feet; thence northeast to a point 24.5 feet north of the northwest corner of Block 5; thence south 24.5 feet to the point of beginning.

6.
Portions of First East (725 W) and First South (160 N) adjoining Block 2 of the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:
The west 24.5 feet of First East (725 W) lying east of Block 2.
The north 24.5 feet of First South (160 N) lying south of Block 2.
Beginning at the northeast corner of Block 2; thence north 24.5 feet to the northeast corner of Bingham County Ordinance 2021-12; thence southeast to a point 24.5 feet east of the northeast corner of Block 2; thence west 24.5 feet to the point of beginning.
Beginning at the southeast corner of Block 2; thence east 24.5 feet; thence southwest to a point 24.5 feet south of the southeast corner of Block 2; thence north 24.5 feet to the point of beginning.

7.
Portions of First South (160 N), First East (725 W) and Second South (150 N) adjoining Block 1 of the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:
The south 24.5 feet of First South (160 N) lying north of Block 1.
The west 24.5 feet of First East (725 W) lying east of Block 1.
The north 24.5 feet of Second South (150 N) lying south of Block 1.
Beginning at the northeast corner of Block 1; thence north 24.5 feet; thence southeast to a point 24.5 feet east of the northeast corner of Block 1; thence west 24.5 feet to the point of beginning.
Beginning at the southeast corner of Block 1; thence east 24.5 feet; thence southwest to a point 24.5 feet south of the southeast corner of Block 1; thence north 24.5 feet to the point of beginning.

CHRISTIANSEN'S ADDITION TO MORELAND TOWNSITE

1.

Portions of First East (725 W), First North (190 N) and Second East (710 W) adjoining Block A of the Christiansen's Addition to the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The West 24.5 feet of Second East (710 W) lying east of Block A.

The north 24.5 feet of First North (190 N) lying south of Block A.

The east 24.5 feet of First East (725 W) lying west of Lot 3 Block A.

Beginning at the northwest corner of Block A; thence west 8 feet; thence southwesterly to a point 24.5 feet west of the southwest corner of Lot 2 Block A; thence east 24.5 feet to the southwest corner of Lot 2 Block A; thence north to the point of beginning.

Beginning at the southwest corner of Block A; thence south 24.5 feet; thence northwest to a point 24.5 feet west of the southwest corner of Block A; thence east 24.5 feet to the point of beginning.

Beginning at the southeast corner of Block A; thence east 24.5 feet; thence southwest to a point 24.5 feet south of the southeast corner of Block A; thence north 24.5 feet to the point of beginning.

2.

Portions of First North (190 N), First East (725 W) and Second East (710 W) adjoining Block B of the Christiansen's Addition to the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The south 24.5 feet of First North (190 N) lying north of Block B.

The east 24.5 feet of First East (725 W) lying west of Block B.

The west 24.5 feet of Second East (710 W) lying east of Block B.

Beginning at the northwest corner of Block B; thence west 24.5 feet; thence northeast to a point 24.5 feet north of the northwest corner of Block B; thence south 24.5 feet to the point of beginning.

Beginning at the northeast corner of Block B; thence north 24.5 feet; thence southeast to a point 24.5 feet east of the northeast corner of Block B; thence west 24.5 feet to the point of beginning.

Beginning at the southeast corner of Block B; thence south 24.5 feet to the southeast corner of Bingham County Ordinance 2021-12; thence northeast to a point 24.5 feet east of the southeast corner of Block B; thence west 24.5 feet to the point of beginning.

Beginning at the southwest corner of Block B; thence south 24.5 feet to the southwest corner of Bingham County Ordinance 2021-12; thence northwest to a point 24.5 feet west of the southwest corner of Block B; thence east 24.5 feet to the point of beginning.

3.

Portions of First East (725 W), First South (160 N) and Second East (710 W) adjoining Block C of the Christiansen's Addition to the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The east 24.5 feet of First East (725 W) lying west of Block C.

The north 24.5 feet of First South (160 N) lying south of Block C.

The west 24.5 feet of Second East (710 W) lying east of Block C.

Beginning at the northwest corner of Block C; thence west 24.5 feet; thence northeast to a point 24.5 feet north of the northwest corner of Block C; thence south 24.5 feet to the point of beginning.

Beginning at the northeast corner of Block C; thence east 24.5 feet; thence northwest to a point 24.5 feet north of the northeast corner of Block C; thence south 24.5 feet to the point of beginning.

Beginning at the southeast corner of Block C; thence east 24.5 feet; thence southwest to a point 24.5 feet south of the southeast corner of Block C; thence north 24.5 feet to the point of beginning.

Beginning at the southwest corner of Block C; thence south 24.5 feet; thence northwest to a point 24.5 feet west of the southwest corner of Block C; thence east 24.5 feet to the point of beginning.

4.

Portions of First South (160 N), First East (725 W), Second South (150 N) and Second East (710 W) adjoining Block D of the Christiansen's Addition to the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The south 24.5 feet of First South (160 N) lying north of Block D.

The east 24.5 feet of First East (725 W) lying west of Block D.

The north 24.5 feet of Second South (150 N) lying south of Block D.

The west 24.5 feet of Second East (710 W) lying east of Block D.

Beginning at the northwest corner of Block D; thence west 24.5 feet; thence northeast to a point 24.5 feet north of the northwest corner of Block D; thence south 24.5 feet to the point of beginning.

Beginning at the northeast corner of Block D; thence east 24.5 feet; thence northwest to a point 24.5 feet north of the northeast corner of Block D; thence south 24.5 feet to the point of beginning.

Beginning at the southeast corner of Block D; thence east 24.5 feet; thence southwest to a point 24.5 feet south of the southeast corner of Block D; thence north 24.5 feet to the point of beginning.

Beginning at the southwest corner of Block D; thence south 24.5 feet; thence northwest to a point 24.5 feet west of the southwest corner of Block D; thence east 24.5 feet to the point of beginning.

GRIMMETT'S ADDITION TO THE MORELAND TOWNSITE

1.

Portions of Second West (760 W), First West (750 W) and First North (190 N) adjoining Block A of the Grimmer's Addition to the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The East 24.5 feet of Second West (760 W) lying west of Block A.

The North 14.5 feet of First North (190 N) lying south of Block A.

The West 24.5 feet of First West (750 W) lying east of Block A.

Beginning at the southeast corner of Block A; thence east 24.5 feet; thence southwest to a point 14.5 feet south of the southeast corner of Block A; thence north 14.5 feet to the point of beginning.

Beginning at the southwest corner of Block A; thence south 14.5 feet; thence northwest to a point 24.5 feet west of the southwest corner of Block A; thence east 24.5 feet to the point of beginning.

2.

Portions of First North (190 N), Center Street (175 N) Second West (760 W) and First West (750 W)

Adjoining Block B of the Grimmert's Addition to the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The South 24.5 feet of First North (190 N) lying north of Block B.

The North 20 feet of Center Street (175 N) lying south of Block B.

The East 24.5 feet of Second West (760 W) lying west of Block B.

The West 24.5 feet of First West (750 W) lying east of Block B.

Beginning at the northwest corner of Block B; thence west 24.5 feet; thence northeast to a point 24.5 feet north of the northwest corner of said block; thence south 24.5 feet to the point of beginning.

Beginning at the northeast corner of Block B; thence north 24.5 feet; thence southeast to a point 24.5 feet east of the point of beginning; thence west 24.5 feet to the point of beginning.

Beginning at the southeast corner of Block B; thence east 24.5 feet; thence southwest to a point 20 feet south of the point of beginning; thence north 20 feet to the point of beginning.

Beginning at the southwest corner of Block B; thence south 20 feet; thence northwest to a point 24.5 feet west of the point of beginning; thence east 24.5 feet to the point of beginning.

3.

Portions of Center Street (175 N), First South (160 N), Second West (760 W) and First West (750 W) around Block C of the Grimmert's Addition to the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:

The South 9.5 feet of Center Street (175 N) lying north of Bingham County Ordinance 2000-04.

The North 5 feet of First South (160 N) lying south of Bingham County Ordinance 2000-04.

The West 5 feet of First West (750 W) lying east of Bingham County Ordinance 2000-04.

The East 24.5 feet of Second West (760 W) lying west of Block C.

Beginning at the northwest corner of Block C; thence West 24.5 feet; thence northeast to a point that is 29 feet north of the point of beginning; thence south 29 feet to the point of beginning.

Beginning at the northeast corner of Bingham County Ordinance 2000-04; thence north 9.5 feet; thence southeast to a point 5 feet east of the point of beginning; thence west 5 feet to the point of beginning.

Beginning at the southeast corner of Bingham County Ordinance 2000-04; thence east 5 feet; thence south 5 feet; thence west 5 feet; thence north 5 feet to the point of beginning.

Beginning at the southwest corner of Block C; thence south 24.5 feet; thence northwest to a point 24.5 feet west of the point of beginning; thence east 24.5 feet to the point of beginning.

4.

Portions of First South (160 N), First West (750 W) and Second South (150 N) around Block D of the Grimmett's Addition to the Moreland Townsite located in Section 26 Township 2 South Range 34 East B.M. Bingham County, Idaho described as:
The South 24.5 feet of First South (160 N) from the northwest corner of Bingham County Ordinance 2000-05 east to the northeast corner of Block D.
The North 24.5 feet of Second South (150 N) from the southwest corner of Bingham County Ordinance 2000-05 east to the southeast corner of Block D.
The West 24.5 feet of First West (750 W) lying east of Block D.
Beginning at the northeast corner of Block D; thence north 24.5 feet; thence southeast to a point 24.5 feet east of the northeast corner of Block D; thence west 24.5 feet to the point of beginning.
Beginning at the southeast corner of Block D; thence east 24.5 feet; thence southwest to a point 24.5 feet south of the southeast corner of Block D; thence north 24.5 feet to the point of beginning.

Section 2: **Reversion to Adjoining Landowners.** Pursuant to Idaho Code § 50-311, the portion of road to be vacated in Section 1 shall revert to the adjoining landowners in Bingham County, Idaho, except as otherwise described in Section 1: A.

Section 3: **Easements Reserved.** All easements and appurtenances for existing sewer, gas, water and similar pipelines, ditches and canals, and for existing electrical, telephone and similar utility lines are reserved.

Section 4: **Recording.** This Ordinance and Order shall be recorded in the records of the County Recorder, Bingham County, Idaho.

Section 5: **Effective Date.** This Ordinance and Order shall be in full force and effect upon its passage and approval by the Board of County Commissioners and its publication as required by law.

Section 6: Pursuant to Idaho Code § 40-203, the above described highways or public right-of-ways have not been used by the public and have not been maintained at the expense of the public in at least three years during the previous fifteen years and/or have not been constructed and at least twenty years have elapsed since their dedication.

Passed and approved by the Board of County Commissioners, County of Bingham, State of Idaho, this 6th day of June 2022.

Signed this 29 day of June 2022.



ATTEST:

Pamela Eckhardt
Pamela W. Eckhardt
Bingham County Clerk

BOARD OF COUNTY COMMISSIONERS
BINGHAM COUNTY, IDAHO

Whitney Manwaring
Whitney Manwaring, Chairman

Mark R. Bair
Mark R. Bair, Commissioner

Jessica Lewis
Jessica Lewis, Commissioner

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
168 West Pacific Street/PO Box 868, Blackfoot, ID 83221
Title Officer: Michelle Reay
Phone: (208)785-0320
FAX: (208)785-6276

Exhibit
A-5



First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1163229-B

Guarantee

Subdivision or Proposed Subdivision: Murkwood Subdivision

Order No.: 1163229-B

Reference No.:

Fee: \$200.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Bingham County Planning and Zoning

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH BINGHAM COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$200.00.

THAT according to those public records which, under the recording laws of the State of Idaho, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

PARCEL 1:

LOT 2, BLOCK A, GRIMMETT'S ADDITION TO THE TOWNSITE OF MORELAND, BINGHAM COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED AUGUST 16, 1900, IN BOOK A OF PLATS, PAGE 60.

TOGETHER WITH THAT PORTION OF VACATED STREET, WHICH ATTACHES BY OPERATION OF LAW, AS DESCRIBED IN ORDINANCE NO 2022-10, RECORDED JUNE 29, 2022, AS INSTRUMENT NO. 746910.

PARCEL 2:

PART OF LOT 1, BLOCK A, OF THE GRIMMETT'S ADDITION TO THE MORELAND TOWNSITE PLAT SECTION 26, TOWNSHIP 2 SOUTH, RANGE 34 EAST, B.M., BINGHAM COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26; THENCE, S 89°38'25" E 1991.09 FEET TO THE E-W 1/64 CORNER ON THE NORTH LINE OF SECTION 26, POINT ALSO BEING THE CENTERLINE OF COUNTY ROAD SECOND WEST (N. 760 W.); THENCE, ALONG SAID CENTERLINE S 0°34'33" W 49.41 FEET; THENCE, S 89°25'27" E 25.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF COUNTY ROAD SECOND WEST (N. 760 W.) AND SOUTHERLY RIGHT OF WAY OF PARKS ROAD (W. 200 N.); THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY S 89°38'25" E 306.85 FEET TO THE NORTHWEST CORNER OF DEED INST. NO. 429297 AND THE POINT OF BEGINNING; THENCE, ALONG THE NORTH LINE OF SAID DEED S 89°38'25" E 3.00 FEET; THENCE, S 00°34'07" W 283.34 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED; THENCE, ALONG SAID SOUTH LINE N 89°38'14" W 3.00 FEET TO THE SOUTHWEST CORNER OF SAID DEED; THENCE N 00°34'07" E 283.34 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THE NORTH 165 FEET OF LOT 1, BLOCK A, GRIMMETT'S ADDITION TO THE TOWNSITE OF MORELAND, BINGHAM COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED AUGUST 16, 1900, IN BOOK A OF PLATS, PAGE 60.

TOGETHER WITH THAT PORTION OF VACATED STREET, WHICH ATTACHES BY OPERATION OF LAW, AS DESCRIBED IN ORDINANCE NO 2022-10, RECORDED JUNE 29, 2022, AS INSTRUMENT NO. 746910.

EXCEPTING THEREFROM:

PART OF LOT 1, BLOCK A, OF THE GRIMMETT'S ADDITION TO THE MORELAND TOWNSITE PLAT SECTION 26, TOWNSHIP 2 SOUTH, RANGE 34 EAST, B.M., BINGHAM COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26; THENCE, S 89°38'25" E 1991.09 FEET TO THE E-W 1/64 CORNER ON THE NORTH LINE OF SECTION 26, POINT ALSO BEING THE CENTERLINE OF COUNTY ROAD SECOND WEST (N. 760 W.); THENCE, ALONG SAID CENTERLINE S 0°34'33" W 49.41 FEET; THENCE, S 89°25'27" E 25.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF COUNTY ROAD SECOND WEST (N. 760 W.) AND SOUTHERLY RIGHT OF WAY OF PARKS ROAD (W. 200 N.); THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY S 89°38'25" E 306.85 FEET TO THE NORTHWEST CORNER OF DEED INST. NO. 429297 AND THE POINT OF BEGINNING; THENCE, ALONG THE NORTH LINE OF SAID DEED S 89°38'25" E 3.00 FEET; THENCE, S 00°34'07" W 283.34 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED; THENCE, ALONG SAID SOUTH LINE N 89°38'14" W 3.00 FEET TO THE SOUTHWEST CORNER OF SAID DEED; THENCE N 00°34'07" E 283.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

LOT 1, BLOCK A, GRIMMETT'S ADDITION TO THE TOWNSITE OF MORELAND, BINGHAM COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED AUGUST 16, 1900, IN BOOK A OF PLATS, PAGE 60.

TOGETHER WITH THAT PORTION OF VACATED STREET, WHICH ATTACHES BY OPERATION OF LAW, AS DESCRIBED IN ORDINANCE NO 2022-10, RECORDED JUNE 29, 2022, AS INSTRUMENT NO. 746910.

EXCEPTING THEREFROM:

NORTH 165 FEET OF LOT 1, BLOCK A, GRIMMETT'S ADDITION TO THE TOWNSITE OF MORELAND, BINGHAM COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED AUGUST 16, 1900, IN BOOK A OF PLATS, PAGE 60.

ALSO EXCEPTING THEREFROM:

PART OF LOT 1, BLOCK A, OF THE GRIMMETT'S ADDITION TO THE MORELAND TOWNSITE PLAT SECTION 26, TOWNSHIP 2 SOUTH, RANGE 34 EAST, B.M., BINGHAM COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26; THENCE, S 89°38'25" E 1991.09 FEET TO THE E-W 1/64 CORNER ON THE NORTH LINE OF SECTION 26, POINT ALSO BEING THE CENTERLINE OF COUNTY ROAD SECOND WEST (N. 760 W.); THENCE, ALONG SAID CENTERLINE S 0°34'33" W 49.41 FEET; THENCE, S 89°25'27" E 25.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF COUNTY ROAD SECOND WEST (N. 760 W.) AND SOUTHERLY RIGHT OF WAY OF PARKS ROAD (W. 200 N.); THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY S 89°38'25" E 306.85 FEET TO THE NORTHWEST CORNER OF DEED INST. NO. 429297 AND THE POINT OF BEGINNING; THENCE, ALONG THE NORTH LINE OF SAID DEED S 89°38'25" E 3.00 FEET; THENCE, S 00°34'07" W 283.34 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED; THENCE, ALONG SAID SOUTH LINE N 89°38'14" W 3.00 FEET TO THE SOUTHWEST CORNER OF SAID DEED; THENCE N 00°34'07" E 283.34 FEET TO THE POINT OF BEGINNING.

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Bingham County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Parcel 1: Mathew B Cagle and Corrie L Cagle, husband and wife
Parcel 2: Matthew B. Cagle and Corrie L. Cagle, husband and wife
Parcel 3: John W. Stewart and Tracy M. Stewart, husband and wife
Parcel 4: John Stewart and Tracy Stewart, husband and wife

(B) Parties holding liens or encumbrances on the title to said lands are:

1. Deed of Trust (Revolving Credit) dated March 09, 2001, to secure an original indebtedness of \$6,000.00, and any other amounts and/or obligations secured thereby
Recorded: May 31, 2001, as Instrument No. 500768
Grantor: John W. Stewart & Tracy Stewart, husband and wife
Trustee: Alliance Title & Escrow Corporation
Beneficiary: Advantage Plus Federal Credit Union

(Affects Parcels 2 & 3)

2. Deed of Trust dated April 13, 2024, to secure an original indebtedness of \$342,500.00, and any other amounts and/or obligations secured thereby
Recorded: April 18, 2024, as Instrument No. 761747
Grantor: Mathew B. Cagle and Corrie L. Cagle, husband and wife
Trustee: First American Title Insurance Company
Beneficiary: MERS

(Affects Parcel 1)

3. If John W Stewart is one and the same as John W Stewart, the following will attach to said land:

Notice of Lien in favor of the State of Idaho
Debtor: John W Stewart deceased
For: Estate Recovery
Filing Agency: DHW-Division of Medicaid
Filed: March 18, 2024
Lien number: 20240450579

(C) Easements, claims of easements and restriction agreements of record are:

4. Levies and assessments of Peoples Canal & Irrigation Co..
5. Existing rights of way, easements and franchise rights of any lot owner or public utility in place at time of vacation.

Date of Guarantee: October 25, 2024 at 7:30 A.M.

Ronald H. Stillbeam

By:

Authorized Countersignature

November 26, 2023

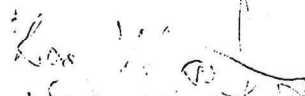
To whom it may concern:

We, the board presidency of the Grimmett Ditch Company, have been made aware of the pending change in ownership to Adam Stewart, of a portion of the property previously owned by Matt and Corrie Cagle. Henceforth the water shares belonging to the property will be split equally between the two parties. The water shares will continue to be distributed from the same Grimmett ditch headgate that now serves the property. With the understanding that no changes will be made to the ditch without prior approval from the said Grimmett Ditch Company Board.

Sincerely,

The Grimmett Ditch Board

Kay Martin, President



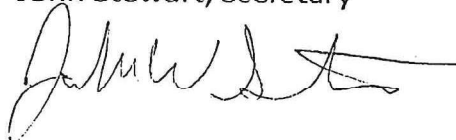
Tracy Lake, Vice President



Zay Martin, Treasurer



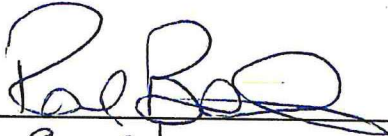
John Stewart, Secretary



POSTAL BOX APPROVAL LETTER

I, Randy Bonander, of the Blackfoot Post Office, approve of the mailbox location marked on the preliminary plat of the Murkwood Subdivision located at _____ in _____, Idaho.

The type(s) of mailbox required is (a) None.

SIGNATURE: 

DATE: 11/8/24

ADDITIONAL COMMENTS: _____
_____ PO BOX only _____

Postmaster denies the requirement for a cluster mailbox and accepts the usage of a group mailbox.

Please circle one option to confirm or deny the above statement: Y / N



A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Bingham Area, Idaho



Exhibit
A-6

August 21, 2023

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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Contents

Preface.....	2
How Soil Surveys Are Made.....	5
Soil Map.....	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	11
Map Unit Descriptions.....	11
Bingham Area, Idaho.....	13
PaA—Packham gravelly loam, 0 to 2 percent slopes.....	13
References.....	14

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

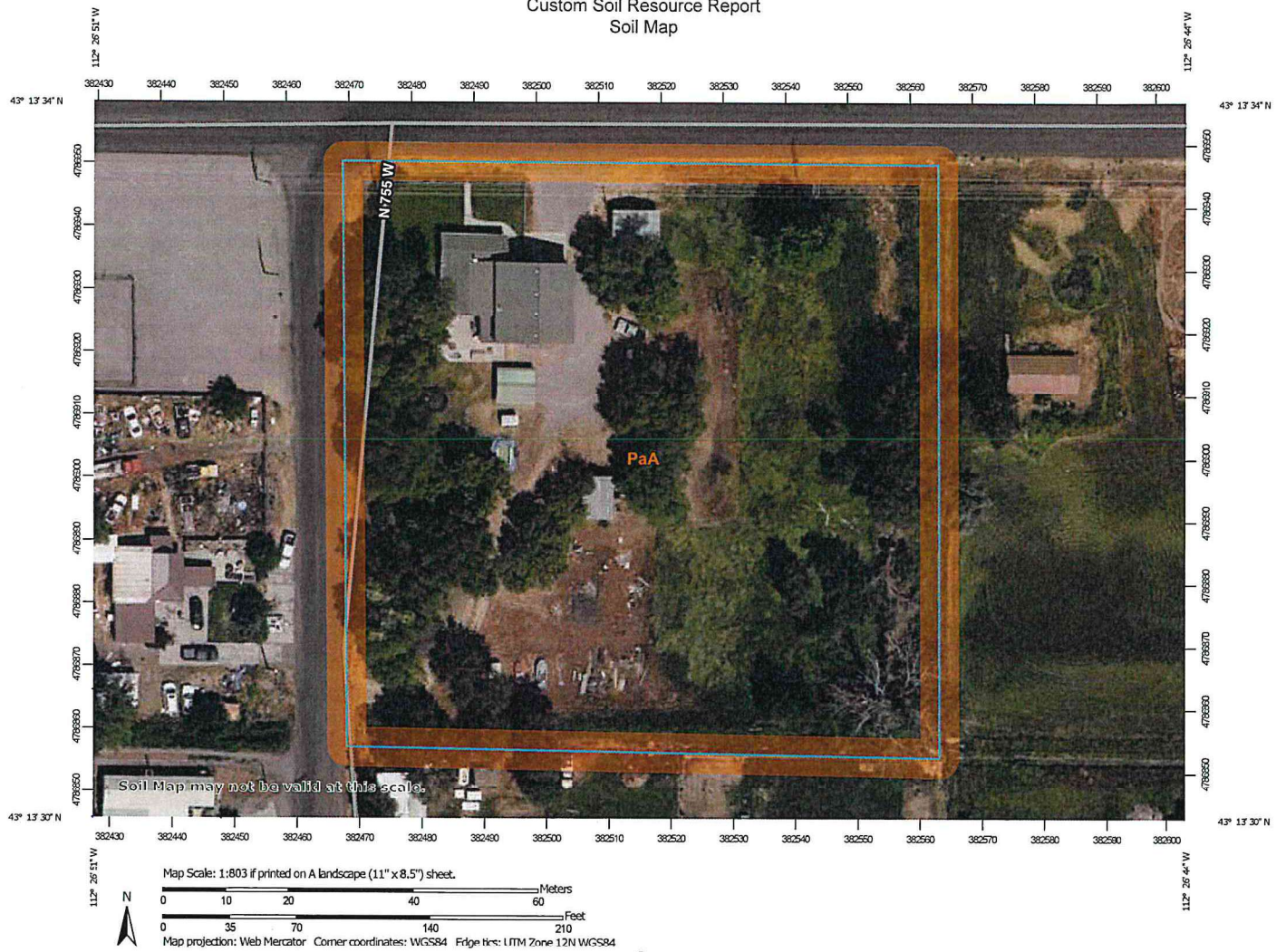
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map





































The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

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Soil Map



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MAP LEGEND

Area of Interest (AOI)		 Spoil Area	
 Area of Interest (AOI)		 Stony Spot	
Soils		 Very Stony Spot	
 Soil Map Unit Polygons		 Wet Spot	
 Soil Map Unit Lines		 Other	
 Soil Map Unit Points		 Special Line Features	
Special Point Features		Water Features	
 Blowout		 Streams and Canals	
 Borrow Pit		Transportation	
 Clay Spot		 Rails	
 Closed Depression		 Interstate Highways	
 Gravel Pit		 US Routes	
 Gravelly Spot		 Major Roads	
 Landfill		 Local Roads	
 Lava Flow		Background	
 Marsh or swamp		 Aerial Photography	
 Mine or Quarry			
 Miscellaneous Water			
 Perennial Water			
 Rock Outcrop			
 Saline Spot			
 Sandy Spot			
 Severely Eroded Spot			
 Sinkhole			
 Slide or Slip			
 Sodic Spot			

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Bingham Area, Idaho
 Survey Area Data: Version 19, Sep 2, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 25, 2022—Aug 8, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
PaA	Packham gravelly loam, 0 to 2 percent slopes	2.2	100.0%
Totals for Area of Interest		2.2	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Bingham Area, Idaho

PaA—Packham gravelly loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2p6p
Elevation: 4,200 to 5,400 feet
Mean annual precipitation: 8 to 12 inches
Mean annual air temperature: 39 to 45 degrees F
Frost-free period: 80 to 125 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Packham and similar soils: 95 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Packham

Setting

Landform: Terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Mixed alluvium

Typical profile

Ap - 0 to 6 inches: gravelly loam
Bw - 6 to 24 inches: very gravelly loam
2Bk - 24 to 60 inches: very gravelly coarse sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 3.5 inches)

Interpretive groups

Land capability classification (irrigated): 3s
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: B
Ecological site: R011XB032ID - Gravelly Loam 7-10 PZ ARNO4/ACHY-HECOC8
Hydric soil rating: No

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Custom Soil Resource Report

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Well Construction Search

[Search Tips](#)

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Click on column headers to sort displayed data...

Show entries

Search:

Well Information Summary...41 well(s)

Doc	Contact	D-Tag	Const. Date	Total Depth	Address	Drilling Co.	Twp	Rng	Sec
Well Log	MORELAND L D S CHURCH(Owner/Operator)		1968-05-15	100		BARRUS DRILLING & PUMP	02S	34E	26
Well Log	DEAN ADAMS(Owner/Operator)		1968-10-25	90		JACK CUSHMAN DRILLING INC	02S	34E	26
Well Log	JUSTIN BAKER(Owner/Operator)		1976-09-08	85		DOUG CUSHMAN DRILLING CO	02S	34E	26
Well Log	BOYD BENSEN(Owner/Operator)		1974-03-07	84		DOUG CUSHMAN DRILLING CO	02S	34E	26
Well Log	GLEN CHRISTENSEN(Owner/Operator)		1979-06-18	80		ROCKY MOUNTAIN DRILLCO	02S	34E	26
Well Log	HOWARD CHRISTIANSEN(Owner/Operator)		9999-12-31	115		FINDLAY DRILLING & PUMP CO	02S	34E	26
Well Log	REBECCA COOK(Owner/Operator), ROBERT COOK(Owner/Operator)	D0004402	1998-01-07	80	718 W 190 N	INDEPENDENT DRILLING	02S	34E	26
Well Log	JOHN L COOPER(Owner/Operator)		1968-10-07	80		FINDLAY DRILLING & PUMP CO	02S	34E	26
Well Log	TERRY L COUMERILH(Owner/Operator)		1990-06-13	135		JACK CUSHMAN DRILLING INC	02S	34E	26
Well Log	TERRY L COUMERILH(Owner/Operator)		1990-06-13	135		JACK CUSHMAN DRILLING INC	02S	34E	26

Doc	Contact	D-Tag	Const. Date	Total Depth	Address	Drilling Co.	Twp	Rng	Sec
Well Log	EUGENE DEQUILLIO(Owner/Operator)	D0049628	2008-05-19	105	207 N 740 W	JACK CUSHMAN DRILLING INC	02S	34E	26
Well Log	ARNOLD F DRAPER(Owner/Operator)	D0024192	2002-03-29	100	165 N 710 W	INDEPENDENT DRILLING	02S	34E	26
Well Log	ROBERT ELLIS(Owner/Operator)		9999-12-31	81		ANONYMOUS DRILLER	02S	34E	26
Well Log	TERESA ENGLAND(Owner/Operator)	D0073878	2017-06-27	100	194 N 725 W	DANIEL DENNING DRILLING INC	02S	34E	26
Well Log	W H ENGLAND(Owner/Operator)		1961-07-14	137		ANONYMOUS DRILLER	02S	34E	26
Well Log	DAVID ETHINGTON(Owner/Operator)	D0044122	2006-07-11	60	756 W 190 N	TETON WATER WORKS LLC	02S	34E	26
Well Log	BUZZ FEIFFER(Owner/Operator)	D0054819	2008-12-08	100	189 N 710 WEST	INDEPENDENT DRILLING	02S	34E	26
Well Log	MARGARITA GARCIA(Owner/Operator)	D0037632	2005-10-24	90	745 W 175 N	INDEPENDENT DRILLING	02S	34E	26
Well Log	KENNETH L HAMMOND(Owner/Operator)		1961-06-26	91		ANONYMOUS DRILLER	02S	34E	26
Well Log	LESS HARDING(Owner/Operator)		1974-05-23	63		DOUG CUSHMAN DRILLING CO	02S	34E	26
Well Log	JACK HATCH(Owner/Operator)		1987-04-16	90		INDEPENDENT DRILLING	02S	34E	26
Well Log	ASHTON HOLBROOK(Owner/Operator)	D0077943	2019-04-10	106	702 W 160 N	VOLLMER WELL DRILLING	02S	34E	26
Well Log	RUTH D KUNZ(Owner/Operator)		1991-11-09	92		INDEPENDENT DRILLING	02S	34E	26
Well Log	PAUL LINDSAY(Owner/Operator)		1976-06-01	110		COEUR D ALENE DRILLING INC	02S	34E	26
Well Log	LEONARDO LORA(Owner/Operator)		1996-06-10	105		JACK CUSHMAN DRILLING INC	02S	34E	26
Well Log	VERL OSBERG(Owner/Operator)		1975-03-05	90		COEUR D ALENE DRILLING INC	02S	34E	26

Doc	Contact	D-Tag	Const. Date	Total Depth	Address	Drilling Co.	Twp	Rng	Sec
Well Log	DEE LYNN PACKER(Owner/Operator)	D0037997	2006-02-28	100	744 W 160 N	INDEPENDENT DRILLING	02S	34E	26
Well Log	M PAGE(Owner/Operator)		1967-08-21	65		BARRUS DRILLING & PUMP	02S	34E	26
Well Log	ROBERT PIERCE(Owner/Operator)	D0063188	2013-08-28	100	160 N 713 W	DANIEL DENNING DRILLING INC	02S	34E	26
Well Log	BILL PING(Owner/Operator)	D0021901	2002-02-13	85	710 WEST 159 NORTH	INDEPENDENT DRILLING	02S	34E	26
Well Log	ROY RAMIREZ(Owner/Operator)	D0049644	2008-05-12	120	747 W 200 N	INDEPENDENT DRILLING	02S	34E	26
Well Log	BARBARA RAUSCH(Owner/Operator)	D0065578	2014-11-04	100	732 W 190 N	DANIEL DENNING DRILLING INC	02S	34E	26
Well Log	JULIAN SANCHEZ(Owner/Operator)		1989-09-28	100		INDEPENDENT DRILLING	02S	34E	26
Well Log	JACOB SCHULTZ(Owner/Operator)	D0073681	2017-04-13	100	150 N 710 W	DANIEL DENNING DRILLING INC	02S	34E	26
Well Log		D0014413	2000-08-23	85	710 W. 169 N.	JACK CUSHMAN DRILLING INC	02S	34E	26
Well Log	MRS JOHN SIMPER(Owner/Operator)		1972-09-06	110		PONDEROSA DRILLING & DEVELOPMENT INC	02S	34E	26
Well Log	GENE SUMMERCORN(Owner/Operator)	D0077978	2019-08-10	104	720 W 190 N	VOLLMER WELL DRILLING	02S	34E	26
Well Log	GERONIMO TORRES(Owner/Operator)	D0032599	2004-05-05	120	152 N 710 W	INDEPENDENT DRILLING	02S	34E	26
Well Log	RENE TREJO(Owner/Operator)		1994-04-28	100	199 N 710 W, PARKS RD	INDEPENDENT DRILLING	02S	34E	26
Well Log	MERRITT VANORDEN(Owner/Operator)	D0048548	2007-07-17	95	727 W 160 N	JACK CUSHMAN DRILLING INC	02S	34E	26
Well Log	DELOS H WELLS(Owner/Operator)		1979-05-12	80		DOUG CUSHMAN DRILLING CO	02S	34E	26

November 26, 2023

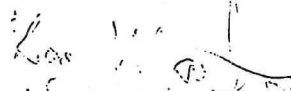
To whom it may concern:

We, the board presidency of the Grimmett Ditch Company, have been made aware of the pending change in ownership to Adam Stewart, of a portion of the property previously owned by Matt and Corrie Cagle. Henceforth the water shares belonging to the property will be split equally between the two parties. The water shares will continue to be distributed from the same Grimmett ditch headgate that now serves the property. With the understanding that no changes will be made to the ditch without prior approval from the said Grimmett Ditch Company Board.

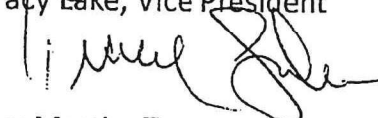
Sincerely,

The Grimmett Ditch Board


Kay Martin, President



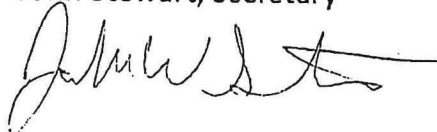
Tracy Lake, Vice President



Zay Martin, Treasurer




John Stewart, Secretary



POSTAL BOX APPROVAL LETTER

I, Randy Bonander, of the Blackfoot Post Office, approve of the mailbox location marked on the preliminary plat of the Murkwood Subdivision located at _____ in _____, Idaho.

The type(s) of mailbox required is (a) None.

SIGNATURE: 

DATE: 11/8/24

ADDITIONAL COMMENTS: _____
_____ PO BOX only _____

Postmaster denies the requirement for a cluster mailbox and accepts the usage of a group mailbox.

Please circle one option to confirm or deny the above statement: Y / N