

BINGHAM COUNTY PLANNING AND ZONING COMMISSION
PUBLIC HEARING DATE: March 8, 2023

APPLICATION OF: Parris Subdivision, a 1-lot Subdivision in a “R/A” Residential/Agriculture Zoning District & a Comprehensive Plan Map Amendment from Agriculture to Residential/Residential Agriculture

PROPERTY OWNER & DEVELOPER: Alejandra Margarita Parris

A. REQUESTED ACTION: A proposal from Alejandra Margarita Parris to develop a 1-lot Subdivision, to be known as “Parris Subdivision,” on approx. 1.19 acres (currently a non-buildable parcel recently created without a Division Right), in a “R/A” Residential/Agriculture Zoning District. The parcel is located along the North Right-of-Way of 250 N Jacobson Lane, approximately half a mile Southwest of Highway 26 and Northwest of Moreland Park Ponds. The proposed 1-Lot Subdivision will have an individual well for culinary purposes, a private septic sewer system and drain field, with irrigation water rights assessed by the Peoples Canal and Irrigation Company delivered through an existing irrigation ditch that runs along the North boundary of the property. The parcel is proposed to have direct access to an existing County Road, 250 N Jacobson Lane. The Comprehensive Plan Map has this area identified as Agriculture and therefore if recommended for approval, the Commission shall recommend to the Board of Commissioners to amend the Comprehensive Plan Map to reflect the change to Residential/Residential Agriculture pursuant to Bingham County Code Section 10-15-4(c). **(A-1 Application, A-2 Narrative and A-3 Preliminary Plat Map)**

B. GENERAL BACKGROUND:

1. Approx. Location: 772 W 250 N, Blackfoot, Idaho 83221, Parcel No. RP0185906 Township 2S, Range 34E, Section 23, consisting of approx. 1.19 acres. **(A-1 Application, A-4 Legal Description, S-2 Parcel Map & S-6 Aerial Map)**
2. Surrounding land uses are Residential/Agriculture to the North, East, and West with an area of Residential zoning to the South. **(S-3 Zoning Map)**
3. The Comprehensive Plan adopted November 20, 2018 has all parcels North of 200 N Parks Road and West 750 W First West Road/Jacobson Lane identified as Agriculture, therefore, if recommended for approval, the Commission shall recommend to the Board of Commissioners to amend the Comprehensive Plan Map to reflect the change to Residential/Residential Agriculture pursuant to Bingham County Code Section 10-15-4(c) for this parcel but note that the inconsistency in Map designation is greater than just this parcel. **(S-4 Comprehensive Plan Map)**
4. Governing Districts:
 - a. Blackfoot/Snake River Fire District
 - b. Snake River School District

5. The proposed Subdivision is not in the City of Blackfoot Area of Impact nor is in the High Nitrate Priority Area. **(S-8 Area of Impact Map, S-11 Nitrate Priority Map)**
6. The property is in the flood plain; however, the Applicant received a Letter of Map Revision Base on Fill (LOMR-F) Determination from the Federal Emergency Management Agency (FEMA) removing a portion of the property from the flood plain. **(S-5 Flood Plain Map & A-8 LOMR-F)**
7. 250 N Jacobson Lane has a Functional Classification of a Local Road according to the Bingham County Road Standards. **(S-2 Parcel Map)**
8. Nearby Subdivisions to the East include Cannon Subdivision (5 lots, 1 – 1.06 acres), and to the South include Jacobsen Subdivision (48 lots, 0.31 – 0.7 acres), Christensen Addition (28 lots, 0.37 – 2.12 acres), Grimmer's Addition (25 lots, 0.26 – 2.13 acres), Moreland Estates Subdivision, Divisions 1 and 2 (9 lots, 1 – 3.99 acres) and Moreland Townsite. **(S-7 Subdivision Map)**

C. MEETING NOTICE AND INFORMATION:

1. The Planning & Development Department received the Application for Subdivision Plat on December 28, 2022. The Application was deemed complete and scheduled for Public Hearing to be held on March 8, 2023.
2. Notice of the Commissions Public Hearing was:
 - a. Sent to Government Agencies on January 13, 2023
(S-17 List of Government Agencies and Notice)
 - b. Published in the Bingham News Chronicle on February 10, 2023
(S-16 Affidavit of Publication)
 - c. Sent to 6 property owners within 300' of this property on February 8, 2023
(S-18 Property Owners Mailing List and Notice)
 - d. The site was posted and pictures were taken on February 17, 2023
(S-14 Property Posting and S-15 Site Pictures)
3. Governmental Agencies who provided comments were:

(T-1) Bingham County Surveyor had the following comments:

- Add block number and update adjoiner ownership
- Record corner perpetuation and filing record for the center quarter corner
- Show all line types used in the legend and depict utility easement as stated in notes
- Enlarge road names in vicinity map

(T-2) Eric Staats, Idaho Transportation Department, had no comments or concerns.

(T-3) Bingham County Sheriff had no comments or concerns.

(T-4) Marc Pange, Groveland Water and Sewer District Board Chairman, stated GWSD does not have Sewer or Water connection available within reasonable proximity to the Proposed Subdivision.

(T-5) Allan Johnson, Regional Engineering Manager with Idaho Department of Environmental Quality, provided general land development recommendations as shown in his response.

(T-6) Bingham County Public Works stated 250 N. Jacobson Lane is a Local Road, the speed limit is not posted, and the approach spacing is 65 feet.

(T-7) Bingham County Treasurers Office stated taxes for 2022 are paid in full. If the plat is recorded after 4/15/2023, the 2023 taxes will need to be prepaid in full.

(T-8) Spencer Larsen, Manager of Peoples Canal and Irrigation Co., stated the Parris Subdivision would lie in the service area of the People's Canal and has historically been irrigated from their canal system. However, the current owner does not own any shares with their company. They will need to obtain shares from the previous owner or make arrangements to use some of their shares for irrigation water.

4. No public response has been received regarding this Application.

D. STANDARDS TO BE REVIEWED BY THE PLANNING AND ZONING COMMISSION

**BINGHAM COUNTY CODE
TITLE 10 – ZONING REGULATIONS**

**CHAPTER 4
ZONING DISTRICTS**

10-4-2: PURPOSE OF ZONES

C. Residential/Agricultural (R/A): The purpose of the R/A Zone is to permit the establishment of low density single-family dwellings with lot sizes sufficient for individual sewer and water facilities that have:

1. Suitability of parcel for agricultural purposes.
2. Proximity to existing areas of similar population density.
3. Lot size compatible with existing lot sizes in the immediate area.
4. Compatible with the existing uses in the immediate area.
5. Protection from incompatible uses.
6. Accessibility to adequate utilities.
7. Adequate service by roadways.

**CHAPTER 6
HEIGHT, SETBACK, FRONTAGE & AREA REGULATIONS**

10-6-6: AREA REGULATIONS

Area requirements vary between zones, and the following minimum size requirements shall apply:

- B. Platted subdivisions shall require the following minimum lot sizes:
 - 1. R/A Zone: One acre minimum with individual well and septic.

10-6-7: FRONTAGE REGULATIONS

- A. All new lots, tracts, or parcels of land created after the effective date hereof shall have frontage that abuts an approved County or State roadway or private easement for a depth of twenty feet (20') from said roadway and have a minimum frontage of one hundred five feet (105') on said roadway or easement. Lots with legal frontage under previous ordinances or meeting the above requirements shall be considered conforming lots.

CHAPTER 14 SUBDIVISION REGULATIONS

10-14-4: PRELIMINARY PLAT

The developer shall submit a written application for the preliminary plat to the Administrator and shall include at a minimum the following:

- A. Copies Of Plat And Report: Three (3) copies of the preliminary plat, or in combination with a report, drawn in accordance with the following:
 - 1. The name of the proposed subdivision. *Staff Comments: Parris Subdivision.*
 - 2. The names, addresses and telephone numbers of the developer, owner and engineer and/or surveyor who prepared the plat. *Staff Comments: Included on the Application. (A-1 Application)*
 - 3. The legal description of the subdivision by section, township and range; reference by dimension and bearing to a section corner or quarter section corner. *Staff Comments: Included with the Application. (A-4 Legal Description)*
 - 4. A statement of the intended use of the proposed subdivision, such as: residential single- family, commercial, recreational or agricultural, etc. *Staff Comments: Included on the Application as residential development. (A-2 Narrative and A-3 Plat)*
 - 5. Each copy shall have a north arrow and date of preparation including dates or any subsequent revisions. *Staff Comments: Included on the Plat.*
 - 6. If the proposed subdivision is part of a larger area intended for development, a Development Master Plan of the entire area shall be provided. If the proposed subdivision will be developed in phases, the phase lines must be identified on the preliminary plat. All phases must be continuous and progress in an orderly fashion. *Staff Comments: Not applicable.*
 - 7. A vicinity map drawn to scale of one inch equals eight hundred feet (1" = 800'), clearly showing the relationship of the proposed site to the surrounding area within a

one mile radius, including adjacent subdivisions, main arterial routes, collector streets, etc. *Staff Comments: Included on the Plat.*

8. The existing zoning of the subdivision and the adjacent land. *Staff Comments: The existing zoning designation is Residential/Agriculture and the surrounding land uses are Residential/Agriculture and Residential. (S-3 Zoning Map)*

9. The approximate acreage of the proposed subdivision and the number of proposed lots. *Staff Comments: 1-lot Subdivision consisting of Approx. 1.19 acres (A-3 Plat)*

10. Boundaries of the tract to be subdivided shall show dimensions for lot lines and blocks including curve data to scale and numbers of each lot and block. *Staff Comments: Included on Plat. (A-3 Plat)*

11. Streets, street names, rights-of-way and roadway widths, including adjoining streets, roadways or railroads and, if applicable, of the water, sewer, sidewalks and other required public facilities. A private road, as allowed in a planned unit development (PUD), commercial or industrial subdivision, must be a separate lot. These drawings are not meant to be cross sections or detailed designs, but shall contain sufficient information to enable the commission to make a determination as to conformance with the standards and regulations in this chapter. *Staff Comments: Included on Plat. The Plat indicates the Subdivision will have direct access to an existing County Road, 250 N Jacobson Lane.*

12. Appropriate details for any special development areas in the proposed plat, such as hillside, planned unit development, flood plain, nitrogen priority area as defined by IDEQ, large scale development or any other pertinent features, areas or types of development. *Staff Comments: The Applicant received a Letter of Map Revision Based on Fill (LOMR-F) Determination from the Federal Emergency Management Agency (FEMA) removing a portion of the property from the flood plain. (A-8 LOMR-F)*

13. Contour lines shown at a minimum of two foot (2') intervals and shall be shown on the preliminary plat map which shows the proposed subdivision layout. Where land slope is greater than ten percent (10%), show contour lines at ten foot (10') contour intervals. *Staff Comments: Included on the Plat.*

14. Any proposed or existing utilities, including, but not limited to, gas lines, power lines, water and sewer lines, or storm drainage system. *Staff Comments: Included on the Plat. (A-3 Plat and S-10 Utility Map)*

15. Plat must include the location and distance of the nearest Municipal/community water and sewer services. *Staff Comments: According to the Plat, Moreland Water – Sewer District Services are approximately 4,600 feet to the Southeast in 200 N. Parks Road.*

16. A subdivision guarantee from a title company. *Staff Comments: Included in the Application packet. (A-6 Subdivision Guarantee)*

17. A statement from the appropriate agency or agencies, if an individual or community well is proposed, that an adequate developable water source exists to provide water for the subdivision. *Staff Comments: Not applicable. The property owner is proposing an individual culinary well.*

18. A statement from the appropriate agency or agencies, if individual or a community sewer is proposed, that an adequate developable wastewater system exists to provide service for the subdivision. *Staff Comments: The property owner is proposing an individual septic system and drain field.*

19. All proposed easements will be shown on the plat, including location, width and use. *Staff Comments: Included on the Plat.*

20. Any existing irrigation canals, private ditches, ridges, culverts, water mains, lakes, streams, or natural waterways, direction of flow, or drainage area. *Staff Comments: Included on the Plat.*

21. The applicant shall submit an irrigation plan showing the availability and the proposed method of delivery of irrigation water to each lot. *Staff Comments: the proposed lot will have irrigation water rights assessed by Peoples Canal and Irrigation Company through an existing irrigation ditch North of the property. The Applicant shall be responsible to procure the existing water rights and delivery of water with the Canal Company. (A-2 Narrative and A-3 Plat)*

22. A preliminary stormwater drainage plan. *Staff Comments: Proposed to be contained on lot.*

23. For a plat of ten (10) lots or more being one-half ($1/2$) acre or less in size, must provide open space, playground or recreational area to a minimum of one-fourth (0.25) acre per every ten (10) lots. *Staff Comments: Not applicable to this Application.*

24. Each copy shall have dimensions of not less than eighteen inches by twenty four inches (18" x 24") and shall be drawn to a scale of not less than one inch equals two hundred feet (1" = 200').

25. Submit an additional three (3) copies eleven inch by seventeen inch (11" x 17") drawing of the preliminary plat showing all the required information thereon which shall also be filed for office mailing purposes. *Staff Comments: Included with the Application.*

B. Proposed Utility Methods:

1. Sewage: It shall be the responsibility of the developer to furnish a statement as to the type of proposed sanitary sewage facilities, which shall appear on the preliminary plat. *Staff Comments: Included on the Plat as an individual septic system and drain field.*

2. Water Supply: It shall be the responsibility of the applicant/developer to provide a statement as to the type of proposed water supply facilities, which shall appear on the preliminary plat. *Staff Comments: Included on the Plat as an individual culinary well.*

3. Storm water Disposal: It shall be the responsibility of the developer to furnish the Planning and Zoning Department such evidence as may be required relative to the design and operation of any proposed storm water system. A statement as to the type of proposed facilities shall appear on the preliminary plat. *Staff Comments: Included on the Plat as contained on the lot.*

4. Irrigation System: It shall be the responsibility of the developer to furnish the Planning and Zoning Department such evidence as may be required relative to the design and operation of any proposed irrigation system. A statement as to proposed irrigation systems shall appear on the preliminary plat, consistent with Idaho Code section 31-3805(1)(b). *Staff Comments: The proposed lot will have irrigation water rights assessed by the Peoples Canal and Irrigation Company through an existing irrigation ditch near the North property boundary. Irrigation shares in the People's Canal have yet to be verified. Said verification will be incumbent upon the Applicant to provide the same to Planning & Development.*

- a. All irrigation ditches within a residential subdivision along the front of the subdivision and the front of each individual lot(s) must have enclosed systems.
- b. All lots of one acre or less shall be provided irrigation through an underground tile or other like satisfactory underground conduit.
- c. Any improvements involving the distribution system of any irrigation district shall have the prior written approval of the affected irrigation district.
- d. If water rights have ever been associated with the property, then irrigation must be provided to each lot.

5. Utility Easement: The utility easement width shall be a minimum of ten feet (10') from the exterior boundaries and five feet (5') from the interior boundaries. *Staff Comments: Included on the Plat.*

C. Administrator Review:

1. Upon receipt of the preliminary plat and all other required data, the Administrator or designated agent shall certify the application as complete and shall affix the date of the application acceptance thereon.
2. The Administrator or designated agent shall transmit one copy of the preliminary plat and application to County departments and all other agencies as deemed necessary for review. The agencies may include, but are not limited to, the following:
 - a. School districts.
 - b. Health district.
 - c. Fire districts.
 - d. Utility companies.
 - e. Irrigation districts or Canal Company.
 - f. Other intergovernmental departments, (public works, etc.).
 - g. Adjacent Town sites or cities having an impact area agreement.
 - h. The Fort Hall Tribal Council.
 - i. And any other State or Federal agency deemed necessary.

3. The Administrator or designated agent shall prepare a staff report and place the preliminary plat and application on the commission agenda within a reasonable time not to exceed sixty (60) days from the date of acceptance.

D. Commission Action:

1. The commission shall hold a public hearing to review the proposed subdivision plat.

2. The hearing and notice procedure shall comply with Idaho Code section 67-6509 being prior to granting a recommendation to the Board; at least one public hearing shall be held in conformance with [chapter 3](#) of this title.

3. In determining the acceptance of the proposed subdivision, the commission shall consider the objectives of the ordinance and, at a minimum, the following:

a. Recommendations for conditions of approval that would minimize adverse conditions, if any.

b. The reasons for recommending the approval, conditional approval, modification or denial.

c. The proposed subdivision to be consistent with the Comprehensive Plan.

d. The availability of public or private services to accommodate the proposed subdivision.

e. The public financial capability of supporting services for the proposed subdivision.

f. Any other health, safety, or environmental problems that may be brought to the commission's attention.

g. The recommendations of a city if the proposed development is located within a City Impact Area or within one mile of a city not having a valid impact area.

4. The commission may recommend approval, recommend conditional approval, recommend disapproval or table the preliminary plat for additional information. The commission shall set a time for any additional information to be reviewed.

5. Upon recommending, granting or denying a preliminary plat, the commission shall specify

a. The ordinance sections and standards used in evaluating the application.

b. The reasons for approval or denial.

6. The Administrator shall forward a statement of the action taken and the reasons for such action and/or the commission minutes containing such action, together with a copy of the preliminary plat, to the Board for their information and review.

E. Board Action:

1. The Board shall set a date to review the preliminary plat and the commission decision.

2. The Board shall review the preliminary plat, the written information presented to the commission, and the commission minutes or the statement of action taken, prior to making a determination on the proposed plat.

3. The Board may uphold, conditionally uphold, or overrule the decision of the commission on the proposed subdivision. The Board may determine that more information is required and shall return the plat to the commission for a new hearing. Upon reaching a decision, the Board shall make written findings to specify the following:

- a. The ordinance and standards used in evaluating the proposal.
- b. The reasons for approval or denial.
- c. If denied, what actions the applicant could have taken to obtain approval.

10-14-5: FINAL PLAT

After the approval or conditional approval of the preliminary plat, the developer may cause the total parcel, or any part thereof, to be surveyed and a final plat prepared in accordance with the approved preliminary plat. The developer shall submit to the Administrator the following:

A. Copies Of Plat: Three (3) copies of the final plat.

B. Copies Of Engineering Drawings: Three (3) copies of the final engineering construction drawings for streets, water, sewer, sidewalks, irrigation system, estimate of cost and plans for any other public improvements, if applicable.

C. Compliance: The final plat shall include and be in compliance with the provisions of Idaho Code title 50, chapter 13, and shall be drawn to a scale suitable to ensure the clarity of all lines, bearings and dimensions. If more than one sheet is required for the final plat, including any certificates, all sheets shall be serially numbered as sheet 1 of 2, etc., as per Idaho Code section 50.1305.

D. Administrator Review:

1. Upon receipt of the final plat, the Administrator shall review the final plat for compliance with the approved or conditionally approved preliminary plat and compliance with all other requirements provided in this title. If the Administrator determines that there is a substantial difference in the final plat from the preliminary plat or the conditions have not been met, the Administrator may have the developer resubmit the plat to the commission.

2. If the Administrator determines the final plat is in compliance with all requirements as provided herein and there is no substantial difference from the preliminary approval, the Administrator shall affix the date of acceptance on the plat.

E. Approval Period: The final plat may not be recorded until all the fees are paid, a surety bond or other financial provisions posted or recorded along with a signed and recorded development agreement approved by the Board. The final plat must be recorded within two (2) years from the date of final approval by the Board; otherwise, such approval

becomes null and void. The developer may request a onetime extension not to exceed one year, said extension must be submitted prior to the expiration date. One year extension may only be granted by the Board.

COMPREHENSIVE PLAN

November 20, 2018

The Comprehensive Plan reflects the desirable future situations for the land within a jurisdiction. A Comprehensive Plan does not operate as legally controlling zoning law, but rather serves to guide and advise the governmental agencies responsible for making zoning decisions. The governmental agencies refer to the Comprehensive Plan as a general guide in instances involving land use changes (zoning decisions), preparation of implementing ordinances (zoning and platting), preparation of budget programs and the rate, timing and location of future growth.

Bingham County must look at all facets of the Comprehensive Plan and assure that the land fits within all of the various considerations set forth in the plan. A proposed development must generally comply with the overall goals and policies of the Comprehensive Plan; it is not required to agree with all provisions in the Comprehensive Plan. Other than Zone changes, a requested development cannot be denied solely for non-compliance with the Comprehensive Plan.

Within a zoning classification, property rights allow for the highest and best use of the land. To achieve additional or different land uses, a landowner has the right to apply to rezone, i.e. change to a different zoning classification of the property.

The specific purpose of this Plan is to promote the orderly development of the County, to conserve and stabilize the value of property and otherwise promote the health, safety and general welfare of the people of the County as follows:

- (a) To protect property rights and the use of property while not adversely impacting neighboring property values more than is necessary.
- (b) To ensure that adequate public facilities and services are provided to the people at reasonable cost.
- (c) To ensure that the economy of the county is protected and enhanced.
- (d) To ensure that the important environmental features of the county are protected and enhanced.
- (e) To encourage the protection of prime agricultural, forestry and mining lands for production of food, fiber and minerals.
- (f) To encourage urban and urban-type development within or near incorporated cities.
- (g) To avoid undue concentration of population and overcrowding of land.
- (h) To ensure that the development on land is commensurate with the physical characteristics of the land.
- (i) To protect life and property in areas subject to natural hazards and disasters.
- (j) To protect fish, wildlife and recreation resources.
- (k) To avoid undue water and air pollution.
- (l) To allow local school districts to participate in community planning and development to address school needs and impacts on an ongoing basis.

CURRENT COMPREHENSIVE PLAN MAP DESIGNATION:
AGRICULTURAL AREA

The “A” Area corresponds with the Agricultural Zone in the Zoning Ordinance and is established to protect agriculture land for growing agriculture crops and raising livestock. Some development of agricultural industries, agriculture service businesses, recreational facilities, natural resources and public service facilities may be permitted by right or conditional use when such uses do not adversely impact adjacent agriculture uses.

The infiltration of residential development into this area will be limited to protect agricultural operations.

REQUESTED COMPREHENSIVE PLAN MAP DESIGNATION:
RESIDENTIAL / AGRICULTURAL AREA

The R/A Area corresponds with the R and R/A Zones in the Zoning Ordinance and is established to direct the orderly and timely conversion of land as the need arises into residential areas that are still rural in character. This will include larger lots and open space to allow for the raising of livestock and agriculture uses to provide for family food and the pleasure of those residing on the premises.

This area allows for the continuation of those agriculture uses already established, but will limit the establishment of new agriculture uses that may significantly impact urbanizing areas with noise, dust, odor, and other nuisances associated with agriculture uses, such as livestock confinement operations or agriculture-related businesses.

**IDAHO STATE CODE §67-6513 and
BINGHAM COUNTY CODE SECTION 10-3-6**

The Planning & Development Department finds the Application met the requirements of Idaho Code §67-6513 and Bingham County Code Section 10-3-6 because the Public Hearing was noticed in the official newspaper, the Public Hearing notice was posted, and notice was provided to all property owners within 300 feet of the proposed project prior to the Hearing.

E. DECISION

Commission Decision. The Commission may recommend to approve or deny the 1-lot Subdivision to be known as “Parris Subdivision” to the Board of Commissioners.

Sample Motion for Approval: Based on the record and the discussion this evening, I move to recommend to approve the request by Alejandra Margarita Parris for a 1-lot Subdivision to be known as the “Parris Subdivision,” on approximately 1.19 acres in a “R/A” Residential/Agriculture Zone and a Comprehensive Plan Map designation amendment to Residential/Residential Agriculture, as described in the Application materials as supplemented with additional information in the Staff Report. Further, any phases and/or parcels created in the vicinity must be continuous and progress in an orderly fashion.

Sample Motion for Denial: Based on the record and the discussion this evening, I move to recommend to deny the request by Alejandra Margarita Parris for a 1-lot Subdivision to be known as the “Parris Subdivision,” on approximately 1.19 acres in a “R/A” Residential/Agriculture Zone, as described in the Application materials as supplemented with additional information in the Staff Report. The basis for the denial is _____.

NOTE: Any opposing votes shall declare the reasons for the opposition citing Idaho Code or Bingham County Code (specifically)

Bingham County

Planning & Zoning Department
501 N Maple, room 223, Blackfoot, Idaho 83221
Phone: (208) 782-3178 | Fax: (208) 782-3868
Email: ajackman@co.bingham.id.us

File No. _____

3160

Date: _____



APPLICATION FOR SUBDIVISION PLAT

| | |
|---|----------------------------------|
| Applicant: <u>Alejandra Parris</u> | Phone: <u>208-681-0462</u> |
| Address: <u>766 W 250 N</u> | City/Zip: <u>Blackfoot 83221</u> |
| Location: <u>North of Moreland, South of HWY 26</u> (project location for application) | Email: _____ |
| Property Owner(s): <u>Alejandra Margarita Parris</u> | |

Location & Legal Description

| | | |
|------------|-------------|-----------|
| <u>2 S</u> | <u>34 E</u> | <u>23</u> |
| Township | Range | Section |

Zoning: RA - Residential/Agriculture

Acreage: 1.31

Parcel No. RP0185906

Submit:

- Completed Application
- Recorded Deed to Property
- Detailed Site Plan
- Narrative - write a detailed narrative addressing the following on a separate sheet of paper:
 - Identify the existing use of the property
 - Reason for Conditional Use Permit Request
 - Evaluating effects of proposed Conditional Use on adjoining property that may include, but is not limited to, such elements as noise, odor, fumes and vibration
 - General compatability with other properties and uses in the area
 - Evaluating effects of proposed Conditional Use on public facilities/utilities
- Subdivision Guarantee Policy from Title Company
- Soils Report, Depth to Water/Drainage/Permeability, & Flood Plain Designation (If Applicable)
- Three (3) soft copies of proposed Subdivision Plat on 24" x 36" and one (1) on 11" x 17" application fee paid

Application Fees:

| | |
|-----------------------------------|------------|
| Application Fee | 275 |
| Deposit for Mailing & Publication | 75 |
| Total= | 450 |

Exhibit
A-1

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> <p><input checked="" type="checkbox"/> Subdivision Name</p> <p><input checked="" type="checkbox"/> Owner(s) Name, Address & Phone</p> <p><input checked="" type="checkbox"/> Developer Name, Address & Phone</p> <p><input type="checkbox"/> Adjacent Property Owner/Development Names</p> <p>LOCATION MAP</p> <p><input checked="" type="checkbox"/> Vicinity Map Showing Relation to One (1) Mile Radius</p> <p><input checked="" type="checkbox"/> Legal Description/Proof of Ownership</p> <p><input checked="" type="checkbox"/> Public Land Corners or Other Acceptable Monuments</p> <p><input checked="" type="checkbox"/> North Point</p> <p><input checked="" type="checkbox"/> Scale (Minimum 1" = 400')</p> <p>TOPOGRAPHY</p> <p><input checked="" type="checkbox"/> Contours</p> <p><input checked="" type="checkbox"/> Countour Intervals Noted (Minimum 5' Intervals)</p> <p>GEOLOGY</p> <p><input checked="" type="checkbox"/> Flood Plain Designation, If Applicable</p> <p><input checked="" type="checkbox"/> Attach Depth to Water/Drainage/Permeability</p> <p><input checked="" type="checkbox"/> Attach Soil Types & Depth</p> | <p>MISCELLANEOUS</p> <p><input checked="" type="checkbox"/> Zone Classification(s)</p> <p><input type="checkbox"/> Highways and/or Current Streets</p> <p><input type="checkbox"/> Right-of-Ways, Easements & Widths</p> <p><input type="checkbox"/> Road Cross Sections</p> <p>PROPOSED</p> <p><input checked="" type="checkbox"/> Subdivision Acreage</p> <p><input checked="" type="checkbox"/> Number of Lots</p> <p><input checked="" type="checkbox"/> Average Lot Size (Acreage)</p> <p><input checked="" type="checkbox"/> Utility/Easement Locations & Widths</p> <p><input checked="" type="checkbox"/> Type of Water/Septic System</p> <p><input type="checkbox"/> Approval from the Health Dept</p> <p><input checked="" type="checkbox"/> Open Areas</p> <p><input type="checkbox"/> Parking</p> <p><input checked="" type="checkbox"/> Street Names (Numerical Designation Required)</p> <p><input type="checkbox"/> Proposed Phasing Schedule</p> <p>ENGINEERING DATA</p> <p><input checked="" type="checkbox"/> Name, Address & Phone</p> <p><input checked="" type="checkbox"/> Date Drawn</p> |
|--|--|

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:

Designated Agent: Chris Street

Property Owner Signature: Alejandra Paris Date: Dec. 29, 2022

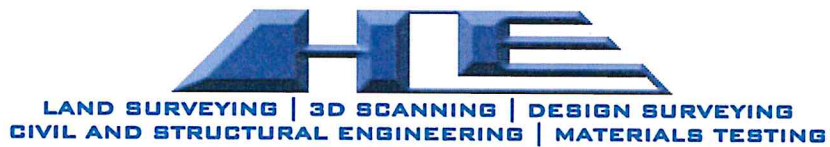
Property Owner Signature: _____ Date: _____

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): Alejandra Paris Date: Dec. 29, 2022

Signature _____ Date _____

Signature _____ Date _____



Parris Subdivision Narrative

This Proposed 1 Lot Subdivision is located along the North right of way of Jacobson Ln (W 250 N) , 1/2 a mile Southwest of Highway 26. The subject Property is currently zoned Residential Agriculture, and the County Comprehensive plan designation is currently Agriculture for this area. We request a Comprehensive Plan Map amendment from Agriculture to Residential Agriculture. The current use is irrigated pasture that is otherwise undeveloped. This lot would have irrigation water assessed and provided by the Peoples Canal and Irrigation Company, and water delivery is through the existing irrigation ditch on the property. There are single family residences located on either side of the property and the adjacent land, uses consist of other similar pastures and residences. The adjacent land to the North is an irrigated pasture and agricultural field.

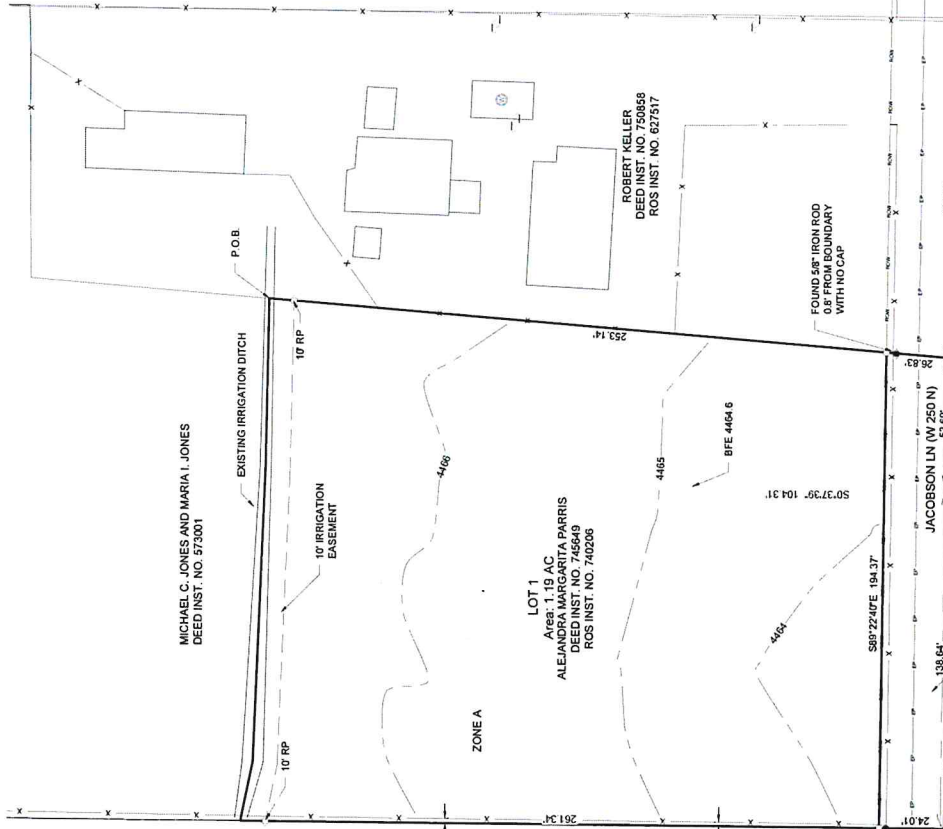
It is proposed that the lot in this subdivision would be serviced by a private well and septic system, like the existing home and neighboring properties. The nearest community sewer and water services is located approximately 3/4 of a mile Southeast, in 200 N. Parks Road. The parcel would have direct access to the existing County Road Jacobson Lane, (W 250 N). Jacobson Lane (W 250 N) has a function classification of local road. Any new approaches will have to be built in accordance with the Bingham County Road and Bridge Approach Standards.

PARRIS SUBDIVISION
 PART OF THE SE 1/4 OF THE NW 1/4 OF
 SECTION 23, T. 2 S., R. 34 E.B.M.
 BINGHAM COUNTY, IDAHO

SUBDIVISION INFORMATION
 TOTAL LOTS: 1
 AVERAGE SIZE: 1.19 ACRES
 TOTAL ACREAGE: 1.31 ACRES



SCALE: 1" = 30'
 @ 18" X 24" ONLY



MICHAEL C. JONES AND MARIA I. JONES
 DEED INST. NO. 573001

BENNETT WILLIAM
 DEED INST. NO. 742219

LOT 1
 Acres: 1.19 AC
 ALEJANDRA MARGARITA PARRIS
 DEED INST. NO. 745649
 ROS INST. NO. 740206

ROBERT KELLER
 DEED INST. NO. 750858
 ROS INST. NO. 627517

W 1/4 COR. SEC.
 23, FOUND
 ALUMINUM CAP
 ILLEGIBLE
 CRF# NO. 566906

REPLICATED TO BINGHAM COUNTY
 FOR PUBLIC ROADWAY

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



| NO. | REVISION | DATE |
|-----|-------------|------------------|
| 1 | PRELIMINARY | JANUARY 20, 2023 |
| 2 | FINAL | JANUARY 20, 2023 |

PARRIS SUBDIVISION
 SEC. 23, T. 2 S., R. 34 E.B.M.
 BINGHAM COUNTY, IDAHO

SHEET NO. 1 OF 2

NOTES:
 NO STRUCTURES OR LANDSCAPING IN
 COUNTY ROAD RIGHT-OF-WAY
 20' UTILITY EASEMENT ALONG ALL ROAD
 FRONTAGE IS FOR PUBLIC UTILITIES

ZONING
 (RA) RESIDENTIAL
 AGRICULTURE

INTENDED USE
 RESIDENTIAL

FLOOD PLAIN
 PROPERTY IS IN A ZONE A (AREA OF
 100 YEAR FLOOD) PER FEMA FLOOD
 PANEL 1600180425B
 EFFECTIVE DATE: 11/05/1979
 REMOVED FROM THE FLOOD PLAN
 PER CASE NO.22-10-06943A

**NEAREST
 COMMUNITY
 WATER/SEWER**
 MORELAND WATER - SEWER DISTRICT
 SERVICES ARE ABOUT 4000 FEET TO THE
 SOUTHEAST IN 200 N. PARKS ROAD

IRRIGATION WATER
 LOT WILL HAVE IRRIGATION
 WATER RIGHTS ASSESSED BY PEOPLES
 CANAL AND IRRIGATION COMPANY.
 DELIVERY WILL BE THROUGH AN
 EXISTING IRRIGATION DITCH.

**NEAREST
 DEVELOPER
 OWNER /
 ENGINEER/
 SURVEYOR**
 ALEJANDRA PARRIS
 BLACKFOOT, ID 83221
 PHONE # 208-487-8039

CONTOURS
 PROPOSED LOT TO HAVE INDIVIDUAL
 WELL

**STORM WATER
 RETENTION**
 ALL STORM WATER TO BE RETAINED
 ON EACH INDIVIDUAL LOT

**SANITARY SEWER
 SYSTEM AND DRAIN FIELD**
 LOT WILL REQUIRE AN INDIVIDUAL SEPTIC
 SYSTEM AND DRAIN FIELD

VICINITY MAP

NE COR SEC 23
 ALUMINUM CAP
 CRF# INST. NO.
 749169

E 1/4 COR SEC 23
 ALUMINUM CAP
 CRF# INST. NO. 462844

2665.96'
 S 2654.4' W

2665.96'
 N 89°24'47" W

2665.96'
 CENTER 1/4 COR
 SEC. 23, FOUND
 ALUMINUM CAP
 ILLEGIBLE
 CRF# NO. 704124

2665.96'
 CENTER 1/4 COR
 SEC. 23, FOUND
 ALUMINUM CAP
 ILLEGIBLE
 CRF# NO. 704124

- LEGEND**
- Section Corner Control
 - Wire Fence Line
 - Edge of Pavement
 - Right of Way
 - Placed 5/8" X 24" Iron rod with cap marked P.L.S. 12224
 - Placed 1/2" X 24" Iron rod with cap marked P.L.S. 12224
 - Found 1/2" Iron Rod
 - Found 5/8" Iron Rod
 - P.O.B.
 - Point of Beginning
 - Existing Well



OWNER'S DEDICATION
 Know all men by these present that the undersigned owner of the land described as:
 Part of the SE 1/4 NW 1/4 Section 23, Township 2 South, Range 34 East B.M., Bingham County, Idaho described as:
 Commencing at the Northeast corner of said Section 23; thence N 89° 22' 21" E 2661.09 feet to the NE 1/4 of said Section 23; thence S 89° 22' 21" E 2661.09 feet to the center 1/4 corner of said Section 23; thence N 89° 22' 21" W 2211.09 feet to the West 1/4 corner of said Section 23; thence N 89° 22' 21" W 2211.09 feet to the East line of a parcel described in Deed Instrument No. 535543; Thence, N 00° 21' 22" E along said East parcel line 379.39 feet to the North line of the 111.08 feet to the West line of said Section 23; thence S 00° 21' 22" E along said West line 37.37 feet to the center of an irrigation ditch and the Point of Beginning; Thence along said irrigation ditch center for the following three (3) courses, (1) N 88° 57' 10" W 68.38 feet; (2) Thence, N 87° 39' 49" W 121.14 feet; (3) Thence, N 78° 20' 15" W 24.59 feet to the West line of a parcel described in Deed Instrument No. 626533; Thence, S 00° 21' 09" W along said West parcel line 288.11 feet to the Point of Beginning; Thence, S 00° 21' 09" W along said East parcel line 132.33 feet to the East line of said Section 23; Thence, N4°42'01"E along said East line 279.69 feet to the Point of Beginning.
 Parcel contains 1.31 acres more or less and is subject to a County Road Right of way along the south boundary.

have caused the same to be subdivided into a lot and block and street and do hereby certify that the same are being offered to the public for public utility purposes as hereinafter described in the intention of the owner to include all of the land described in the accompanying map of the property and we do hereby dedicate to the public, all streets and right-of-ways shown thereon. The easements shown, are not, dedicated to the public for public utility purposes as hereinafter described, but reserved to the public for public utility purposes and for any other use designated on the plat and no structures other than those for such utility purposes are to be erected within the lines of said easements. The individual lots described in this plat will not be served by any water system common to one (1) or more of the lots, but will be served by individual wells. Irrigation Water rights and assessments thereon shall be served by the existing irrigation ditch on the lot. In witness whereof I as the owner do hereunto set my hand.

OWNER'S DEDICATION
 Know all men by these present that the undersigned owner of the land described as:
 Part of the SE 1/4 NW 1/4 Section 23, Township 2 South, Range 34 East B.M., Bingham County, Idaho described as:
 Commencing at the Northeast corner of said Section 23; thence N 89° 22' 21" E 2661.09 feet to the NE 1/4 of said Section 23; thence S 89° 22' 21" E 2661.09 feet to the center 1/4 corner of said Section 23; thence N 89° 22' 21" W 2211.09 feet to the West 1/4 corner of said Section 23; thence N 89° 22' 21" W 2211.09 feet to the East line of a parcel described in Deed Instrument No. 535543; Thence, N 00° 21' 22" E along said East parcel line 379.39 feet to the North line of the 111.08 feet to the West line of said Section 23; thence S 00° 21' 22" E along said West line 37.37 feet to the center of an irrigation ditch and the Point of Beginning; Thence along said irrigation ditch center for the following three (3) courses, (1) N 88° 57' 10" W 68.38 feet; (2) Thence, N 87° 39' 49" W 121.14 feet; (3) Thence, N 78° 20' 15" W 24.59 feet to the West line of a parcel described in Deed Instrument No. 626533; Thence, S 00° 21' 09" W along said West parcel line 288.11 feet to the Point of Beginning; Thence, S 00° 21' 09" W along said East parcel line 132.33 feet to the East line of said Section 23; Thence, N4°42'01"E along said East line 279.69 feet to the Point of Beginning.
 Parcel contains 1.31 acres more or less and is subject to a County Road Right of way along the south boundary.

ACKNOWLEDGMENT
 STATE OF IDAHO }
 COUNTY OF _____ }
 On this _____ day of _____, 2023, before me a Notary Public, in and for said State, personally appeared Alejandra Margarita Parris, known or identified to me to be the signers of the Owner's Dedication and acknowledged to me that they signed said dedication freely and voluntarily for the purposes therein mentioned.

Notary Public _____
 Residing in _____
 My commission expires: _____

COUNTY SURVEYOR'S APPROVAL
 I certify that I have examined this plat and find that it complies with Section 50-1305 of the Idaho Code.
 Professional Land Surveyor
 Idaho License No. 12223
 Date _____

COUNTY APPROVAL
 This plat was duly accepted and approved by the Board of County Commissioners, Bingham County, Idaho resolution adopted this _____ day of _____, 2023
 Chairman County Commissioners _____

ZONING APPROVAL
 The accompanying subdivision plat was reviewed and approved by the planning and zoning commission of the County of Bingham, Idaho, this _____ day of _____, 2023
 Zoning Administrator _____

TREASURERS CERTIFICATE
 I, the undersigned County Treasurer in and for the County of Bingham, State of Idaho, per the requirements of Idaho Code Section 50-1305, do hereby certify that the county property taxes due for the property included in this project are current.
 County Treasurer _____ Date _____

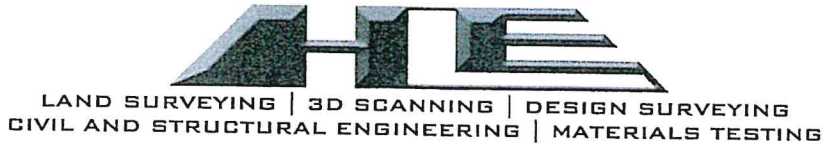
CERTIFICATE OF APPROVAL
 Sanitary Restrictions as required by Idaho Code Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.
 Date _____ Health District Signature _____

RECORDER'S CERTIFICATE
 The purpose of this survey is to create a buildable lot, using the Bingham County Subdivision Plat, Parcel No. RP0185906 which, currently has no building rights. The boundary was established from existing deed call, and found monuments per record of survey 740206. The South portion of the property that is being Dedicated as Public Roadway was established using the existing asphalt roadway and offsetting 25' from the centerline.
 The basis of bearings for this survey is S89°22'21"E from the W 1/4 cor. of Section 23 to the C 1/4 cor. of Section 23.

SURVEYOR'S NARRATIVE
 The purpose of this survey is to create a buildable lot, using the Bingham County Subdivision Plat, Parcel No. RP0185906 which, currently has no building rights. The boundary was established from existing deed call, and found monuments per record of survey 740206. The South portion of the property that is being Dedicated as Public Roadway was established using the existing asphalt roadway and offsetting 25' from the centerline.
 The basis of bearings for this survey is S89°22'21"E from the W 1/4 cor. of Section 23 to the C 1/4 cor. of Section 23.

SURVEYOR'S CERTIFICATE
 Chris G. Street, a registered Professional Land Surveyor in the State of Idaho, do hereby certify that a survey was made under my direction of the land described in the accompanying plat and that the survey was made under my direction. I further certify that the accompanying map correctly depicts the division of land as marked upon the ground and that the pertinent provision of the statutes of the State of Idaho have been complied with.
 Chris G. Street License No. 12224 Date _____

SURVEYOR'S CERTIFICATE
 Chris G. Street, a registered Professional Land Surveyor in the State of Idaho, do hereby certify that a survey was made under my direction of the land described in the accompanying plat and that the survey was made under my direction. I further certify that the accompanying map correctly depicts the division of land as marked upon the ground and that the pertinent provision of the statutes of the State of Idaho have been complied with.
 Chris G. Street License No. 12224 Date _____



FOR: Alejandra Parris

JOB No. 21-295

DATE: December 27, 2022

BY: CGS

Boundary

Part of the SE ¼ NW ¼ Section 23, Township 2 South, Range 34 East B.M., Bingham County, Idaho described as:

Commencing at the Northeast corner of said Section 23; Thence, S 00° 26' 54" W along the East line of the NE ¼ of said Section 2665.96 feet to the East ¼ corner of said Section; Thence, N 89° 24' 47" W along the south line of the NE ¼ of said Section 2653.46 feet to the center ¼ corner of said Section that falls S 89° 22' 21" E 2661.08 feet from the West ¼ corner of said Section; Thence, N 89° 22' 21" W along said south line 995.97 feet (Record 1025.97 feet) to the East line of a parcel described in Deed Instrument No. 535543; Thence, N 00° 21' 22" E along said East parcel line 378.39 feet to the North line of said parcel; Thence, S 89° 36' 15" W along said North parcel line 111.08 feet to the West line of said parcel; Thence, S 04° 42' 01" W along said West line 97.37 feet to the center of an irrigation ditch and the Point of Beginning; Thence along said irrigation ditch center for the following three (3) courses, (1) N 88° 57' 10" W 68.38 feet; (2) Thence, N 87° 39' 49" W 121.14 feet; (3) Thence, N 78° 20' 15" W 24.59 feet to the West line of a parcel described in Deed Instrument No. 626533; Thence, S 00° 21' 09" W along said West parcel line 288.11 feet to the south line of the NW ¼ of said Section; Thence, S 89° 22' 21" E along said south line 192.33 feet to the East line of the NW 1/4 of said Section; Thence, N4°42'01"E along said East line 279.99 feet to the Point of Beginning.

Parcel contains 1.31 acres more or less and is subject to a County Road Right of way along the south boundary.



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

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-5

December 1, 2022

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

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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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

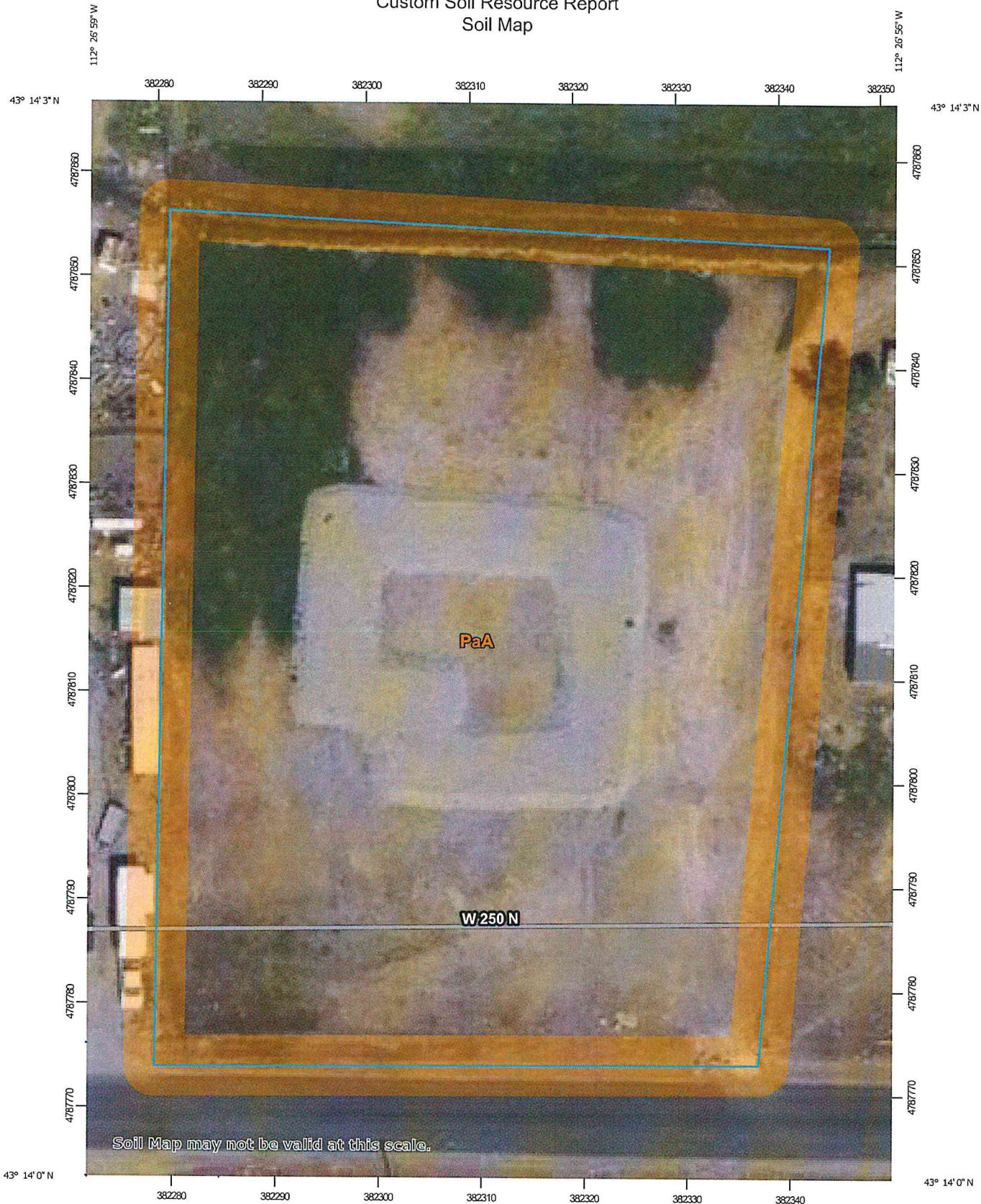
Custom Soil Resource Report

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

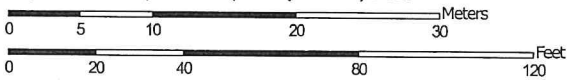
Soil Map

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.

Custom Soil Resource Report
Soil Map








































Map Scale: 1:504 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

MAP LEGEND

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

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 | 1.2 | 100.0% |
| Totals for Area of Interest | | 1.2 | 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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Guarantee

SG-8004056



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, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Minnesota corporation, herein called the Company.
GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company

Issued By:
Pioneer Title of Bingham County
135 N Arthur Ave.
Pocatello, ID 83204

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
16121371-1111

An authorized Agent of:
Old Republic National Title Insurance Company

Craig Bell

Authorized Signatory

By *C Monroe* President
Attest *David Wald* Secretary

Exhibit
A-6

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, or 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. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- a Taxes or 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.
- b (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 by (1), (2) or (3) are shown by the public records.
- c Assurances to 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, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- d (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records and which are created, suffered, assumed or agreed to by one or more of the Assureds: (b) which result in no loss to the Assured: or (c) 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 assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any 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 such prompt notice is required; provided however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. 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.

5. 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 4 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 5(a), the Company shall have the rights 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 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, the Assured hereunder shall secure to the Company the right to prosecute or provide 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.

6. **Proof of Loss or Damage.**

In addition to and after the notices required under Section 3 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 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 that 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.

7. **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
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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 the 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 5, 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 obligations 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 5.

8. 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 exclusions stated in Paragraph 2.

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;
- b the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 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 the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- a If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the matters 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 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.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

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- 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 30 days thereafter.

12. **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 insured claimant 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.

13. **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.

14. **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.

15. **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: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



Subdivision Guarantee

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 823348

Guarantee No.: SG-8004056

Liability: \$10,000.00

Reference No.:

Fee: \$215.00

1. Name of Assured: Harper Leavit Engineering
2. Date of Guarantee: December 16, 2022 7:30AM

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

A. Name of Proposed Subdivision Plat or Condominium Map:

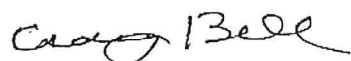
B. The public records purport that only the hereafter named parties appear to have an interest affecting the land necessitating their execution of the named proposed plat or map:

Alejandra Margarita Parris, an unmarried woman

C. According to the public records, the following documents purport to affect the described land:

1. General taxes for the year 2023, which are liens and are not yet due and payable.
Parcel No.: RP0185906
2. Easements and right of ways for highways, roads, railroads, ditches, canals, gas, pole, power transmission lines as they may exist.
3. All matters, rights, easements, interests or claims as disclosed by Record of Survey
Recorded: December 8, 2021
Instrument No.: 740206
4. All matters, rights, easements, interests or claims as disclosed by Record of Survey
Recorded: April 7, 2011
Instrument No.: 627517
5. A Deed of Trust to secure an indebtedness of \$292,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
Dated: October 25, 2022
Grantor: Alejandra Margarita Parris, an unmarried woman
Trustee: Pioneer Title Company
Beneficiary: Bank of Idaho
Recorded: October 25, 2022
Instrument No.: 750149

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

A handwritten signature in black ink that reads "Craig Bell". The signature is written in a cursive style with a large, stylized initial "C".

Craig Bell, Title Officer

Part of the SE 1/4 NW 1/4 Section 23, Township 2 South, Range 34 East B.M., Bingham County, Idaho described as:

Commencing at the northeast corner of said Section 23; Thence, S 00° 26' 54" W along the east line of the NE 1/4 of said Section 2665.96 feet to the east corner of said Section; Thence, N 89° 24' 47" W along the south line of the NE 1/4 of said Section 2653.46 feet to the center 1/4 corner of said Section that falls S 89°22'21" E 2661.08 feet from the west 1/4 corner of said Section; Thence, N 89° 22' 21" W along said south line 1025.97 feet to the east line of a parcel described in Deed Instrument No. 535543; Thence, N 00° 21' 22" E along said east parcel line 378.39 feet to the north line of said parcel; Thence, S 89° 36' 15" W along said north parcel line 111.08 feet to the west line of said parcel; Thence, S 04° 42' 01" W along said west line 97.37 feet to the center of an irrigation ditch and the Point of Beginning; Thence along said irrigation ditch center for the following three (3) courses, (1) N 88° 57' 10" W 68.38 feet; (2) Thence, N 87° 39' 49" W 121.14 feet; (3) Thence, N 78° 20' 15" W 24.59 feet to the west line of a parcel described in Deed Instrument No. 626533; Thence, S 00° 21' 09" W along said west parcel line 288.11 feet to the south line of the NW 1/4 of said Section; Thence, S 89° 22' 21" E along said south line 192.33 feet to the east line of the NW 1/4 of said Section; Thence, N4°42'01"E along said east line 279.99 feet to the Point of Beginning.

subject to a County Road Right of way along the south boundary



135 N. Arthur Ave.
Pocatello, ID 83204

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

File No. 807409 SK/CB
rerecord to correct legal

Instrument # 745649
BINGHAM COUNTY, IDAHO
2022-05-18 11:55:53 AM No. of Pages: 3
Recorded for: PIONEER TITLE POCATELLO
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Instrument # 745441
BINGHAM COUNTY, IDAHO
2022-05-12 12:47:23 PM No. of Pages: 2
Recorded for: PIONEER TITLE BINGHAM COUNTY
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: QUIT CLAIM DEED
Electronically Recorded by Simplifile

QUITCLAIM DEED

For Value Received

Michael C. Jones and Maria I. Jones, husband and wife as community property with right of survivorship

do hereby convey, release, remise and forever quit claim unto

Alejandra Margarita Parris, an unmarried woman

whose address is

766 W. 250 N., Blackfoot, ID 83221

the following described premises, to-wit:

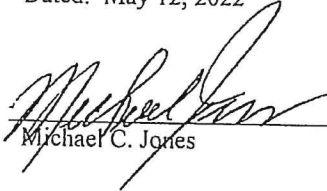
Part of the SE 1/4 NW 1/4 Section 23, Township 2 South, Range 34 East B.M., Bingham County, Idaho described as:


Commencing at the northeast corner of said Section 23; Thence, S 00° 26' 54" W along the east line of the NE 1/4 of said Section 2665.96 feet to the east corner of said Section; Thence, N 89° 24' 47" W along the south line of the NE 1/4 of said Section 2653.46 feet to the center 1/4 corner of said Section that falls S 89° 22' 21" E 2661.08 feet from the west 1/4 corner of said Section; Thence, N 89° 22' 21" W along said south line 1025.97 feet to the east line of a parcel described in Deed Instrument No. 535543; Thence, N 00° 21' 22" E along said east parcel line 378.39 feet to the north line of said parcel; Thence, S 89° 36' 15" W along said north parcel line 111.08 feet to the west line of said parcel; Thence, S 04° 42' 01" W along said west line 97.37 feet to the center of an irrigation ditch and the Point of Beginning; Thence along said irrigation ditch center for the following three (3) courses, (1) N 88° 57' 10" W 68.38 feet; (2) Thence, N 87° 39' 49" W 121.14 feet; (3) Thence, N 78° 20' 15" W 24.59 feet to the west line of a parcel described in Deed Instrument No. 626533; Thence, S 00° 21' 09" W along said west parcel line 288.11 feet to the south line of the NW 1/4 of said Section; Thence, S 89° 22' 21" E along said south line 192.33 feet to the east line of the NW 1/4 of said Section; Thence, N 4° 42' 01.03" E along said east line 279.99 feet to the Point of Beginning.

subject to a County Road Right of way along the south boundary

together with their appurtenances.

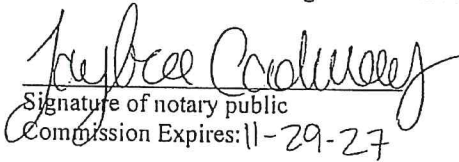
Dated: May 12, 2022


Michael C. Jones


Maria I. Jones

State of IDAHO, County of BANNOCK

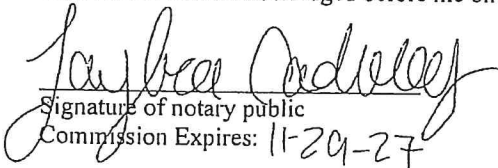
This record was acknowledged before me on May 12, 2022 by Michael C. Jones.


Signature of notary public
Commission Expires: 11-29-27



State of IDAHO, County of BANNOCK

This record was acknowledged before me on May 12, 2022 by Maria I. Jones.


Signature of notary public
Commission Expires: 11-29-27

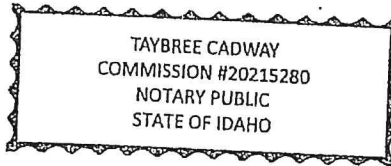


EXHIBIT A

Part of the SE 1/4 NW 1/4 Section 23, Township 2 South, Range 34 East B.M., Bingham County, Idaho described as:

Commencing at the northeast corner of said Section 23; Thence, S 00° 26' 54" W along the east line of the NE 1/4 of said Section 2665.96 feet to the east corner of said Section; Thence, N 89° 24' 47" W along the south line of the NE 1/4 of said Section 2653.46 feet to the center 1/4 corner of said Section that falls S 89°22'21" E 2661.08 feet from the west 1/4 corner of said Section; Thence, N 89° 22' 21" W along said south line 1025.97 feet to the east line of a parcel described in Deed Instrument No. 535543; Thence, N 00° 21' 22" E along said east parcel line 378.39 feet to the north line of said parcel; Thence, S 89° 36' 15"W along said north parcel line 111.08 feet to the west line of said parcel; Thence, S 04° 42' 01" W along said west line 97.37 feet to the center of an irrigation ditch and the Point of Beginning; Thence along said irrigation ditch center for the following three (3) courses, (1) N 88° 57' 10" W 68.38 feet; (2) Thence, N 87° 39' 49" W 121.14 feet; (3) Thence, N 78° 20' 15" W 24.59 feet to the west line of a parcel described in Deed Instrument No. 626533; Thence, S 00° 21' 09" W along said west parcel line 288.11 feet to the south line of the NW 1/4 of said Section; Thence, S 89° 22' 21" E along said south line 192.33 feet to the east line of the NW 1/4 of said Section; Thence, N4°42'01"E along said east line 279.99 feet to the Point of Beginning.

subject to a County Road Right of way along the south boundary

807409SMK CB

RECORDATION REQUESTED BY:

BANK OF IDAHO
PO Box 1487
399 N. Capital Ave.
Idaho Falls, ID 83403

WHEN RECORDED MAIL TO:

BANK OF IDAHO
Attn: Loan Servicing
PO Box 1487
Idaho Falls, ID 83403

SEND TAX NOTICES TO:

ALEJANDRA MARGARITA PARRIS
766 WEST 250 NORTH
BLACKFOOT, ID 83221

Instrument # 750149

BINGHAM COUNTY, IDAHO
2022-10-25 08:08:05 AM No. of Pages: 7
Recorded for: PIONEER TITLE BINGHAM COUNTY
PAMELA W. ECKHARDT Fee: \$45.00
Ex-Officio Recorder Deputy JPulley
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST is dated October 24, 2022, among ALEJANDRA MARGARITA PARRIS, AN UNMARRIED WOMAN ("Grantor"); BANK OF IDAHO, whose address is PO Box 1487, 399 N. Capital Ave., Idaho Falls, ID 83403 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PIONEER TITLE COMPANY, whose address is 135 N ARTHUR AVE, POCATELLO, ID 83204 (referred to below as "Trustee"). OF BANNOCK COUNTY

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or attached buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including attack in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in BINGHAM County, State of Idaho:

Part of the SE 1/4 NW 1/4 Section 23, Township 2 South, Range 34 East B.M., Bingham County, Idaho described as:

Commencing at the northeast corner of said Section 23; Thence, S 00° 26' 54" W along the east line of the NE 1/4 of said Section 2665.96 feet to the east corner of said Section; Thence, N 89° 24' 47" W along the south line of the NE 1/4 of said Section 2653.46 feet to the center 1/4 corner of said Section that falls S 89°22'21" E 2661.08 feet from the west 1/4 corner of said Section; Thence, N 89° 22' 21" W along said south line 1025.97 feet to the east line of a parcel described in Deed Instrument No. 535543; Thence, N 00° 21' 22" E along said east parcel line 378.39 feet to the north line of said parcel; Thence, S 89° 36' 15" W along said north parcel line 111.08 feet to the west line of said parcel; Thence, S 04° 42' 01" W along said west line 97.37 feet to the center of an irrigation ditch and the Point of Beginning; Thence along said irrigation ditch center for the following three (3) courses, (1) N 88° 57' 10" W 68.38 feet; (2) Thence, N 87° 39' 49" W 121.14 feet; (3) Thence, N 78° 20' 15" W 24.59 feet to the west line of a parcel described in Deed Instrument No. 626533; Thence, S 00° 21' 09" W along said west parcel line 288.11 feet to the south line of the NW 1/4 of said Section; Thence, S 89° 22' 21" E along said south line 192.33 feet to the east line of the NW 1/4 of said Section; Thence, N4°42'01"E along said east line 279.99 feet to the Point of Beginning.

subject to a County Road Right of way along the south boundary

The Real Property or its address is commonly known as 770 W. 250 N., BLACKFOOT, ID 83221.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Idaho.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any



kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Construction Loan. If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner that Lender shall, upon satisfactory proof of



such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full release of the Property, and Trustee shall execute and deliver to Grantor suitable



statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Notice of Default. In the Event of Default Lender shall execute or cause the Trustee to execute a written notice of such default and of Lender's election to cause the Property to be sold to satisfy the Indebtedness, and shall cause such notice to be recorded in the office of the recorder of each county wherein the Real Property, or any part thereof, is situated.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his or her deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees, including those in connection with the sale, Trustee shall apply proceeds of sale to payment of (a) all sums expended under this Deed of Trust, not then repaid with interest thereon as provided in this Deed of Trust; (b) all indebtedness secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action



is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of BINGHAM County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of BINGHAM County, State of Idaho.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. Grantor waives all rights of exemption from execution or similar law in the Property, and Grantor agrees that the rights of Lender in the Property under this Deed of Trust are prior to Grantor's rights while this Deed of Trust remains in effect.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means BANK OF IDAHO, and its successors and assigns.

Borrower. The word "Borrower" means ALEJANDRA MARGARITA PARRIS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means ALEJANDRA MARGARITA PARRIS.



DEED OF TRUST (Continued)

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means BANK OF IDAHO, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated October 24, 2022, in the original principal amount of \$292,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means PIONEER TITLE COMPANY, whose address is 135 N ARTHUR AVE, POCATELLO, ID 83204 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

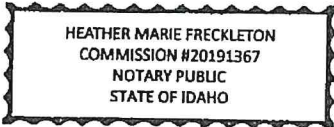
GRANTOR:

Alexandra Margarita Parris
ALEJANDRA MARGARITA PARRIS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF BINGHAM) SS

This record was acknowledged before me on OCTOBER 24, 2022 by ALEJANDRA MARGARITA PARRIS.



Heather Marie Freckleton
Notary Public In and for the State of IDAHO
My commission expires 07/17/2025

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: Bank of Idaho NMLSR ID: 472640
Individual: Hillary I Putnam NMLSR ID: 1441498

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____



Loan No: 104004379

DEED OF TRUST
(Continued)

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PR-48





BINGHAM COUNTY TREASURER

TANNA BEAL

501 N MAPLE #210

BLACKFOOT ID 83221

TELEPHONE: (208) 782-3092

TAX MASTER INQUIRY

PARCEL NUMBER

RP0185906

TAX CODE AREA

008-000

LEGAL DESCRIPTION

T2S R34E SEC 23

T-19465

PRIMARY PROPERTY ADDRESS

BLACKFOOT ID 83221

PARRIS ALEJANDRA MARGARITA

766 W 250 N

BLACKFOOT ID 83221

| | |
|---------------------|---------------------|
| BALANCE DUE | INTEREST DATE |
| Paid in Full | 12/21/2022 |
| TOTAL | BALANCE AS OF |
| | 12/21/2022 11:28 am |

Tax Year Assessment Roll

2022

PRIMARY

FIRST HALF

SECOND HALF

FULL YEAR

Bill Number: 2985092

VALUATION

| TAX / CERTIFICATION | FIRST HALF | SECOND HALF | FULL YEAR |
|---------------------|------------|-------------|------------|
| Charges | \$ 216.90 | \$ 216.90 | \$ 433.80 |
| Adjustments | \$ 0 | \$ 0 | \$ 0 |
| Payments | \$ -216.90 | \$ -216.90 | \$ -433.80 |

TAXABLE VALUE: \$ 48,720

| LATE CHARGE | FIRST HALF | SECOND HALF | FULL YEAR |
|---------------------|------------|-------------|-----------|
| Charges/Adjustments | \$ 0 | \$ 0 | \$ 0 |
| Payments | \$ 0 | \$ 0 | \$ 0 |

CHARGES

| FEEs | FIRST HALF | SECOND HALF | FULL YEAR |
|---------------------|------------|-------------|-----------|
| Charges/Adjustments | \$ 0 | \$ 0 | \$ 0 |
| Payments | \$ 0 | \$ 0 | \$ 0 |

Tax Code Area: 008-000 Levy: 0.008903499

| INTEREST | FIRST HALF | SECOND HALF | FULL YEAR |
|---------------------|------------|-------------|-----------|
| Charges/Adjustments | \$ 0 | \$ 0 | \$ 0 |
| Payments | \$ 0 | \$ 0 | \$ 0 |

Tax Charge: \$ 433.80

Certifications: \$ 0

TOTAL CHARGES: \$ 433.80

| AMOUNT DUE | FIRST HALF | SECOND HALF | FULL YEAR |
|------------|------------|-------------|-----------|
| | \$ 0 | \$ 0 | \$ 0 |



Construction Search

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Click on column headers to sort displayed data...

Well Information Summary...40 well(s)

| Doc | Contact | D-Tag | Const. Date | Total Depth | Address | Drilling Co. | Twp | Rng | Sec | Tract | Sub Lot | Blk | Use | Csg. Dia. | GPM | Static Water Level |
|--------------------------|---|----------|-------------|-------------|-----------------------------|------------------------------|-----|-----|-----|-------|---------|-----|---------------------------|-----------|-----|--------------------|
| Well Log | BENEFICIAL MORTGAGE CO OF IDAHO(Owner/Operator) | | 4/3/2000 | | 712 W. 200 N. | HAWLEY BROTHERS DRILLING INC | 02S | 34E | 23 | SESE | | | Monitoring | | | |
| Well Log | MORELAND MERCANTILE(Owner/Operator) | D0027943 | 10/6/2003 | 115 | 704 W 200 N | INDEPENDENT DRILLING | 02S | 34E | 23 | SESE | | | Domestic-Single Residence | 6 | 30 | 30 |
| Well Log | TIM WILLIAMS(Representative), WILLIAMS SALVAGE & AUTO(Owner/Operator) | D0021130 | 6/6/2001 | 80 | 200 N 700 W | HAWLEY BROTHERS DRILLING INC | 02S | 34E | 23 | SESE | | | | 6 | | 40 |
| Well Log | BLAINE ATKINSON(Owner/Operator) | D0004638 | 4/22/1998 | 80 | | TETON WATER WORKS LLC | 02S | 34E | 23 | SWSW | | | | 6 | 25 | 50 |
| Well Log | BLAINE ATKINSON(Owner/Operator) | D0044301 | 9/25/2006 | 80 | 216 N 750 W | TETON WATER WORKS LLC | 02S | 34E | 23 | SESW | | | Domestic-Single Residence | 6 | | 40 |
| Well Log | BLAINE ATKINSON(Owner/Operator) | D0081956 | 6/8/2020 | 80 | 212 N 750 W | TETON WATER WORKS LLC | 02S | 34E | 23 | SESW | | | Domestic-Single Residence | 6 | 20 | 0 |
| Well Log | BLAINE ATKINSON(Owner/Operator), BRENDA ATKINSON(Owner/Operator) | | 10/31/1994 | 100 | PARKS RD | INDEPENDENT DRILLING | 02S | 34E | 23 | SESW | | | | 6 | 50 | 38 |
| Well Log | TINA BANGULAR(Owner/Operator) | D0037886 | 1/19/2005 | 80 | 218 N 750 W | TETON WATER WORKS LLC | 02S | 34E | 23 | SWNE | | | Domestic-Single Residence | 6 | 20 | 22 |
| Well Log | DEAN BARNES(Owner/Operator) | D0056978 | 11/20/2009 | 120 | 266 N 700 W | INDEPENDENT DRILLING | 02S | 34E | 23 | SENE | | | Domestic-Single Residence | 6 | 50 | 48 |
| Well Log | CLAUDE BASDEN(Owner/Operator), MARY BASDEN(Owner/Operator) | | 6/23/1989 | 85 | | INDEPENDENT DRILLING | 02S | 34E | 23 | SENW | | | | 6 | 70 | 32 |
| Well Log | DON BOTT(Owner/Operator) | | | 0 | | DENNING WELL DRILLING INC | 02S | 34E | 23 | SWSW | | | | 0 | 0 | |
| Well Log | NORM CANNON(Owner/Operator) | D0026197 | 11/25/2002 | 125 | 194 N 760 W | TETON WATER WORKS LLC | 02S | 34E | 23 | NENW | | | Domestic-Single Residence | 8 | 30 | 50 |
| Well Log | NORMAN CANNON(Owner/Operator) | | 8/19/1988 | 60 | | INDEPENDENT DRILLING | 02S | 34E | 23 | SENE | | | | 6 | 40 | 30 |
| Well Log | CARL CAPSON(Owner/Operator) | | 6/20/1970 | 60 | | DOUG CUSHMAN DRILLING CO | 02S | 34E | 23 | SWNW | | | | | | 26 |
| Well Log | RON CAPSON(Owner/Operator) | | 6/29/1996 | 78 | 259 N 800 W, RATTLESNAKE RD | HAWLEY BROTHERS DRILLING INC | 02S | 34E | 23 | SWNW | | | | 8 | 30 | 38 |
| Well Log | J L CHRISTIANSEN(Owner/Operator) | | 8/24/1971 | 50 | | INTERMOUNTAIN DRILLING | 02S | 34E | 23 | SESW | | | | 0 | | 18 |
| Well Log | EVE DODGE (Owner/Operator) | D0054811 | 11/12/2008 | 86 | 266 NORTH 750 WEST | INDEPENDENT DRILLING | 02S | 34E | 23 | SENW | | | Domestic-Single Residence | 8 | 30 | 51 |
| Well Log | LEONARDO ELDRIDGE(Owner/Operator) | | 4/29/1978 | 70 | | INDEPENDENT DRILLING | 02S | 34E | 23 | SESE | | | | 30 | | 35 |

**Exhibit
A-7**

| | | | | | | | | | | | |
|--------------------------|--|----------|------------|-----|-----------------------------|------------------------------|-----------------|---------------------------|-----|-----|----|
| Well Log | TRENT GIBBS(Owner/Operator) | D0044140 | 8/7/2006 | 85 | 787 W 250 N | INDEPENDENT DRILLING | 02S 34E 23 NESW | Domestic-Single Residence | 8 | 50 | 36 |
| Well Log | ARNOLD HERRICK(Owner/Operator) | | 7/17/1971 | 85 | | INTERMOUNTAIN DRILLING | 02S 34E 23 SESE | | 0 | 40 | |
| Well Log | ARNOLD HERRICK(Owner/Operator) | | 3/27/1995 | 100 | PARKS RD, 750 W | INDEPENDENT DRILLING | 02S 34E 23 SESW | | 6 | 40 | 43 |
| Well Log | KIM HERRICK(Owner/Operator) | | 3/28/1994 | 80 | | INDEPENDENT DRILLING | 02S 34E 23 SWSW | | 6 | 50 | 44 |
| Well Log | BRITT NILSSON(Owner/Operator), GALE KING(Owner/Operator) | D0004212 | 11/14/1997 | 120 | 140 W 210 N | INDEPENDENT DRILLING | 02S 34E 23 SWSE | | 6 | 50 | 38 |
| Well Log | DENNIS LEAVITT(Owner/Operator) | D0032879 | 6/12/2004 | 108 | 220 N 740 W | FINDLAY DRILLING & PUMP CO | 02S 34E 23 SWSE | Domestic-Single Residence | 6 | 50 | 40 |
| Well Log | RUSSELL LEAVITT(Owner/Operator) | | 8/29/1974 | 68 | | DOUG CUSHMAN DRILLING CO | 02S 34E 23 SESE | | 0 | 30 | |
| Well Log | RUSSELL H LEAVITT(Owner/Operator) | | 1/3/1966 | 107 | | MARLIN WITT WELL DRILLING | 02S 34E 23 SWSE | | 900 | 45 | |
| Well Log | SHANE LEWIS(Owner/Operator) | D0004205 | 9/30/1997 | 90 | 324 N 750 W - JACOBSEN LANE | INDEPENDENT DRILLING | 02S 34E 23 SWNE | | 6 | 75 | 40 |
| Well Log | SHELDON MC KENNA(Owner/Operator) | D0004599 | 4/15/1998 | 105 | 263 NORTH 800 WEST | HAWLEY BROTHERS DRILLING INC | 02S 34E 23 SWNW | | 8 | 0 | 36 |
| Well Log | CHUCK MCVAY(Owner/Operator) | D0074267 | 3/5/2018 | 120 | 710 W 200 N | INDEPENDENT DRILLING | 02S 34E 23 SESE | Domestic-Single Residence | 6 | | 57 |
| Well Log | GARY R NEAL(Owner/Operator) | | 5/24/1978 | 70 | | JACK CUSHMAN DRILLING INC | 02S 34E 23 SENW | | 60 | 35 | |
| Well Log | DAVID OLSEN(Owner/Operator) | D0021272 | 9/1/2001 | 80 | 705 W 200 N | HAWLEY BROTHERS DRILLING INC | 02S 34E 23 SENE | | 6 | 250 | 42 |
| Well Log | MAC ORR(Owner/Operator) | | 7/23/1996 | 90 | 269 N 800 W | INDEPENDENT DRILLING | 02S 34E 23 SWNW | | 6 | 50 | 37 |
| Well Log | JUDY L PARRIS(Owner/Operator) | D0011009 | 6/28/1999 | 90 | 274 N. 700 W. | TETON WATER WORKS LLC | 02S 34E 23 NENE | | 6 | 20 | 45 |
| Well Log | BEVERLY ROCKS(Owner/Operator) | | 7/11/1997 | 100 | | JACK CUSHMAN DRILLING INC | 02S 34E 23 SENW | | 6 | 35 | 45 |
| Well Log | MAX SAGE(Owner/Operator) | | 1/17/1978 | 76 | | INDEPENDENT DRILLING | 02S 34E 23 SESE | | 0 | 35 | |
| Well Log | WENDI SAGE(Owner/Operator) | D0045948 | 6/22/2007 | 120 | 760 W 250 N | VOLLMER WELL DRILLING | 02S 34E 23 SENW | Domestic-Single Residence | 6 | | 35 |
| Well Log | JERRY STUART(Owner/Operator) | | 5/24/1978 | 72 | | JACK CUSHMAN DRILLING INC | 02S 34E 23 SENW | | 0 | 38 | |
| Well Log | HERB VOYLES(Owner/Operator) | | 7/28/1979 | 119 | | DOUG CUSHMAN DRILLING CO | 02S 34E 23 SESW | | 50 | 36 | |
| Well Log | TIM K WILLIAMS(Owner/Operator) | D0058877 | 6/21/2011 | 80 | 770 W 200 N | INDEPENDENT DRILLING | 02S 34E 23 SESW | Domestic-Single Residence | 6 | | 33 |
| Well Log | CLIFFORD WRAY(Owner/Operator) | | 4/11/1968 | 68 | | FINDLAY DRILLING & PUMP CO | 02S 34E 23 NWNW | | | 40 | |



Federal Emergency Management Agency

Washington, D.C. 20472

September 30, 2022

THE HONORABLE WHITNEY MANWARING
CHAIRMAN, BINGHAM COUNTY
501 N MAPLE STREET
BLACKFOOT, ID 83221

CASE NO.: 22-10-0943A
COMMUNITY: BINGHAM COUNTY, IDAHO
(UNINCORPORATED AREAS)
COMMUNITY NO.: 160018

DEAR MR. MANWARING:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Letter of Map Revision based on Fill (LOMR-F) Determination Document. This determination document provides additional information regarding the effective NFIP map, the legal description of the property and our determination.

Additional documents are enclosed which provide information regarding the subject property and LOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

Sincerely,

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

LIST OF ENCLOSURES:

LOMR-F DETERMINATION DOCUMENT (REMOVAL)

cc: State/Commonwealth NFIP Coordinator
Community Map Repository
Region
Mr. Chris Street

Exhibit
A-8

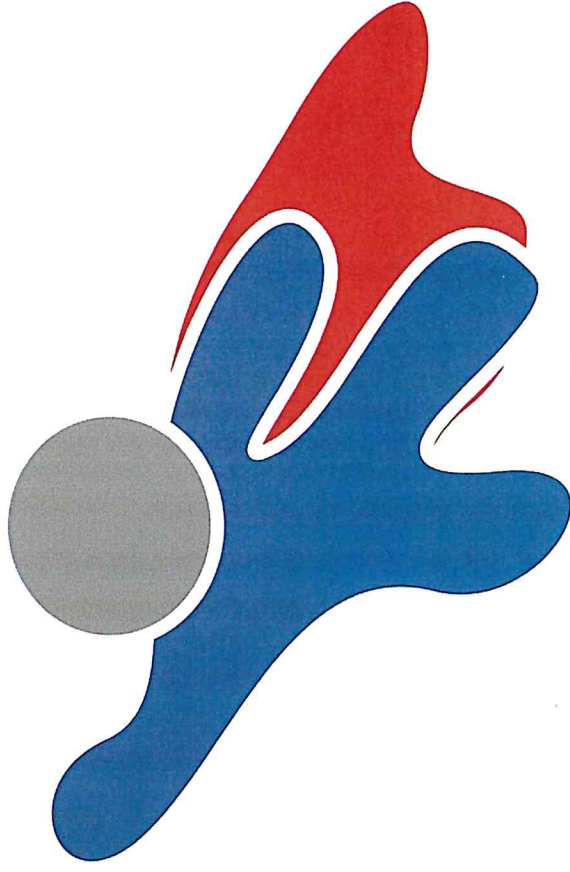
ATTENTION LICENSED PROFESSIONALS! **You can save time with electronic Letter of Map Amendment (eLOMA).**

The Federal Emergency Management Agency (FEMA) has designed a web-based tool for licensed land surveyors and professional engineers to submit selected Letter of Map Amendment (LOMA) requests, known as an electronic Letter of Map Amendment (eLOMA), replacing the traditional process with an instantaneous determination within minutes!

Save time.

For more information visit:

https://hazards.fema.gov/femaportal/resources/eLOMA_faq.html



FEMA

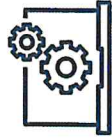
WHAT ARE THE BENEFITS OF eLOMA?

QUICK & EASY



- Receive a determination from FEMA in minutes
- Print a copy almost instantly and save digital copy

COMPLETELY ONLINE



- Electronic transfer of data, **NO MAILING REQUIRED**
- Electronic communication
- Register and renew license info online
- Save an in-progress request and resume later

ACCEPTS MOST LOMA REQUESTS



- Approximately 75% of all LOMA requests are eligible

CENTRAL LOCATION



- Track status of all submitted requests in one spot
- Holds data for 3 years
- Easy to organize required data and submit audit requirements

NO COST



- **NO FEE** to use eLOMA tool or print final determination

For more information visit: https://hazards.fema.gov/femaportal/resources/eLOMA_faq.html



Federal Emergency Management Agency

Washington, D.C. 20472

ADDITIONAL INFORMATION REGARDING LETTERS OF MAP REVISION BASED ON FILL

When making determinations on requests for Letters of Map Revision based on the placement of fill (LOMR-Fs), the Department of Homeland Security's Federal Emergency Management Agency (FEMA) bases its determination on the flood hazard information available at the time of the determination. Requesters should be aware that flood conditions may change or new information may be generated that would supersede FEMA's determination. In such cases, the community will be informed by letter.

Requesters also should be aware that removal of a property (parcel of land or structure) from the Special Flood Hazard Area (SFHA) means FEMA has determined the property is not subject to inundation by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This does not mean the property is not subject to other flood hazards. The property could be inundated by a flood with a magnitude greater than the base flood or by localized flooding not shown on the effective National Flood Insurance Program (NFIP) map.

The effect of a LOMR-F is it removes the Federal requirement for the lender to require flood insurance coverage for the property described. The LOMR-F *is not* a waiver of the condition that the property owner maintain flood insurance coverage for the property. *Only* the lender can waive the flood insurance purchase requirement because the lender imposed the requirement. *The property owner must request and receive a written waiver from the lender before canceling the policy.* The lender may determine, on its own as a business decision, that it wishes to continue the flood insurance requirement to protect its financial risk on the loan.

The LOMR-F provides FEMA's comment on the mandatory flood insurance requirements of the NFIP as they apply to a particular property. A LOMR-F is not a building permit, nor should it be construed as such. Any development, new construction, or substantial improvement of a property impacted by a LOMR-F must comply with all applicable State and local criteria and other Federal criteria.

If a lender releases a property owner from the flood insurance requirement, and the property owner decides to cancel the policy and seek a refund, the NFIP will refund the premium paid for the current policy year, provided that no claim is pending or has been paid on the policy during the current policy year. The property owner must provide a written waiver of the insurance requirement from the lender to the property insurance agent or company servicing his or her policy. The agent or company will then process the refund request.

Even though structures are not located in an SFHA, as mentioned above, they could be flooded by a flooding event with a greater magnitude than the base flood. In fact, more than 25 percent of all claims paid by the NFIP are for policies for structures located outside the SFHA in Zones B, C, X (shaded), or X (unshaded). More than one-fourth of all policies purchased under the NFIP protect structures located in these zones. The risk to structures located outside SFHAs is just not as great as the risk to structures located in SFHAs. Finally, approximately 90 percent of all federally declared disasters are caused by flooding, and homeowners insurance does not provide financial protection from this flooding. Therefore, FEMA encourages the widest possible coverage under the NFIP.

The revisions made effective by a LOMR-F are made pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448) 42 U.S.C. 4001-4128, and 44 CFR Part 65.

In accordance with regulations adopted by the community when it made application to join the NFIP, letters issued to revise an NFIP map must be attached to the community's official record copy of the map. That map is available for public inspection at the community's official map repository. Therefore, FEMA sends copies of all such letters to the affected community's official map repository.

To ensure continued eligibility to participate in the NFIP, the community must enforce its floodplain management regulations using, at a minimum, the flood elevations and zone designations shown on the NFIP map, including the revisions made effective by LOMR-Fs. LOMR-Fs are based on minimum criteria established by the NFIP. State, county, and community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction in the SFHA. If the State, county, or community has adopted more restrictive and comprehensive floodplain management criteria, these criteria take precedence over the minimum Federal criteria.

FEMA does not print and distribute LOMR-Fs to primary map users, such as local insurance agents and mortgage lenders; therefore, the community serves as the repository for LOMR-Fs. FEMA encourages communities to disseminate LOMR-Fs so that interested persons, such as property owners, insurance agents, and mortgage lenders, may benefit from the information. FEMA also encourages communities to prepare articles for publication in the local newspaper that describe the changes made and the assistance community officials will provide in serving as a clearinghouse for LOMR-Fs and interpreting NFIP maps.

When a restudy is undertaken, or when a sufficient number of revisions occur on particular map panels, FEMA initiates the printing and distribution process for the panels and incorporates the changes made effective by LOMR-Fs. FEMA notifies community officials in writing when affected map panels are being physically revised and distributed. If the results of particular LOMR-Fs cannot be reflected on the new map panels because of scale limitations, FEMA notifies the community in writing and revalidates the LOMR-Fs in that letter. LOMR-Fs revalidated in this way usually will become effective 1 day after the effective date of the revised map.



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

| COMMUNITY AND MAP PANEL INFORMATION | | LEGAL PROPERTY DESCRIPTION |
|-------------------------------------|---|---|
| COMMUNITY | BINGHAM COUNTY, IDAHO (Unincorporated Areas) | A portion of Parcel 1, as shown on the Border Line Adjustment recorded as Instrument No. 740206, in the Office of the Ex-Officio Recorder, Bingham County, Idaho The portion of property is more particularly described by the following metes and bounds: |
| | COMMUNITY NO.: 160018 | |
| AFFECTED MAP PANEL | NUMBER: 1600180425B DATE: 11/15/1979 | |
| FLOODING SOURCE: LOCAL FLOODING | | APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 43.233960, -112.449390 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83 |

DETERMINATION

| LOT | BLOCK/ SECTION | SUBDIVISION | STREET | OUTCOME WHAT IS REMOVED FROM THE SFHA | FLOOD ZONE | 1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29) | LOWEST ADJACENT GRADE ELEVATION (NGVD 29) | LOWEST LOT ELEVATION (NGVD 29) |
|-----|-------------------|-------------|----------------|---|-----------------|--|---|---|
| -- | -- | -- | West 250 North | Portion of Property | X (unshaded) | -- | -- | 4464.6 feet |

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

| | |
|-----------------------------|----------------------------|
| LEGAL PROPERTY DESCRIPTION | ZONE A |
| FILL RECOMMENDATION | STATE LOCAL CONSIDERATIONS |
| PORTIONS REMAIN IN THE SFHA | |

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

COMMENCING at the northeast corner of said Section 23; Thence, S 00° 26' 54" W along the east line of the NE ¼ of said Section 2665.96 feet to the east ¼ corner of said Section; Thence, N 89° 24' 47" W along the south line of the NE ¼ of said Section 2653.46 feet to the center ¼ corner of said Section that falls S 89° 22' 21" E 2661.08 feet from the west ¼ corner of said Section; Thence, N 89° 22' 21" W along said south line 1189.32 feet; Thence N 00° 37' 39" E 104.31 feet to the POINT OF BEGINNING; Thence N 88° 03' 50" W 64.41 feet; Thence, N 15° 15' 03" W 15.26 feet; Thence, N 42° 42' 44" W 9.02 feet; Thence, N 76° 36' 06" W 18.52 feet; Thence, N 04° 05' 25" E 65.42 feet; Thence, S 84° 10' 48" E 99.36 feet; Thence S 07° 32' 38" W 83.72 feet to the POINT OF BEGINNING

FILL RECOMMENDATION (This Additional Consideration applies to the preceding 1 Property.)

The minimum NFIP criteria for removal of the subject area based on fill have been met for this request and the community in which the property is located has certified that the area and any subsequent structure(s) built on the filled area are reasonably safe from flooding. FEMA's Technical Bulletin 10-01 provides guidance for the construction of buildings on land elevated above the base flood elevation through the placement of fill. A copy of Technical Bulletin 10-01 can be obtained by calling the FEMA Mapping and Insurance eXchange toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <https://www.fema.gov/emergency-managers/risk-management/building-science/national-flood-insurance-technical-bulletins>. Although the minimum NFIP standards no longer apply to this area, some communities may have floodplain management regulations that are more restrictive and may continue to enforce some or all of their requirements in areas outside the Special Flood Hazard Area.

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

ZONE A (This Additional Consideration applies to the preceding 1 Property.)

The National Flood Insurance Program map affecting this property depicts a Special Flood Hazard Area that was determined using the best flood hazard data available to FEMA, but without performing a detailed engineering analysis. The flood elevation used to make this determination is based on approximate methods and has not been formalized through the standard process for establishing base flood elevations published in the Flood Insurance Study. This flood elevation is subject to change.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

Patrick "Rick" F. Sacbbit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration




Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION BASED ON FILL
DETERMINATION DOCUMENT (REMOVAL)**
ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

**STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the
LOMR-F DETERMINATION DOCUMENT (REMOVAL))**

Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.


Patrick "Rick" F. Sacibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



135 N. Arthur Ave.
Pocatello, ID 83204

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

File No. 807409 SK/CB
rerecord to correct legal

Instrument # 745649
BINGHAM COUNTY, IDAHO
2022-05-18 11:55:53 AM No. of Pages: 3
Recorded for: PIONEER TITLE POCATELLO
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

~~Instrument # 745441
BINGHAM COUNTY, IDAHO
2022-05-12 12:47:23 PM No. of Pages: 2
Recorded for: PIONEER TITLE BINGHAM COUNTY
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: QUIT CLAIM DEED
Electronically Recorded by Simplifile~~

QUITCLAIM DEED

For Value Received

Michael C. Jones and Maria I. Jones, husband and wife as community property with right of survivorship

do hereby convey, release, remise and forever quit claim unto

Alejandra Margarita Parris, an unmarried woman

whose address is

766 W. 250 N., Blackfoot, ID 83221

the following described premises, to-wit:

Part of the SE 1/4 NW 1/4 Section 23, Township 2 South, Range 34 East B.M., Bingham County, Idaho described as:

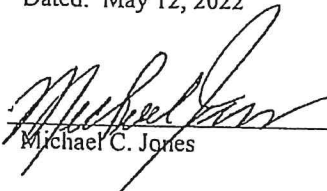
Commencing at the northeast corner of said Section 23; Thence, S 00° 26' 54" W along the east line of the NE 1/4 of said Section 2665.96 feet to the east corner of said Section; Thence, N 89° 24' 47" W along the south line of the NE 1/4 of said Section 2653.46 feet to the center 1/4 corner of said Section that falls S 89° 22' 21" E 2661.08 feet from the west 1/4 corner of said Section; Thence, N 89° 22' 21" W along said south line 1025.97 feet to the east line of a parcel described in Deed Instrument No. 535543; Thence, N 00° 21' 22" E along said east parcel line 378.39 feet to the north line of said parcel; Thence, S 89° 36' 15" W along said north parcel line 111.08 feet to the west line of said parcel; Thence, S 04° 42' 01" W along said west line 97.37 feet to the center of an irrigation ditch and the Point of Beginning; Thence along said irrigation ditch center for the following three (3) courses, (1) N 88° 57' 10" W 68.38 feet; (2) Thence, N 87° 39' 49" W 121.14 feet; (3) Thence, N 78° 20' 15" W 24.59 feet to the west line of a parcel described in Deed Instrument No. 626533; Thence, S 00° 21' 09" W along said west parcel line 288.11 feet to the south line of the NW 1/4 of said Section; Thence, S 89° 22' 21" E along said south line 192.33 feet to the east line of the NW 1/4 of said Section; Thence, N 4° 42' 01.03" E along said east line 279.99 feet to the Point of Beginning.

subject to a County Road Right of way along the south boundary


together with their appurtenances.

Exhibit
A-9

Dated: May 12, 2022



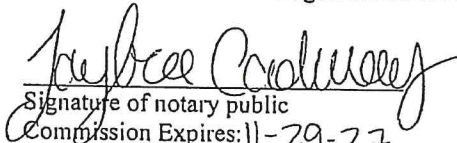
Michael C. Jones



Maria I. Jones

State of IDAHO, County of BANNOCK

This record was acknowledged before me on May 12, 2022 by Michael C. Jones.

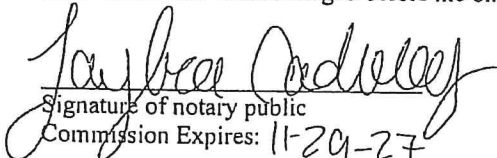


Signature of notary public
Commission Expires: 11-29-27



State of IDAHO, County of BANNOCK

This record was acknowledged before me on May 12, 2022 by Maria I. Jones.



Signature of notary public
Commission Expires: 11-29-27



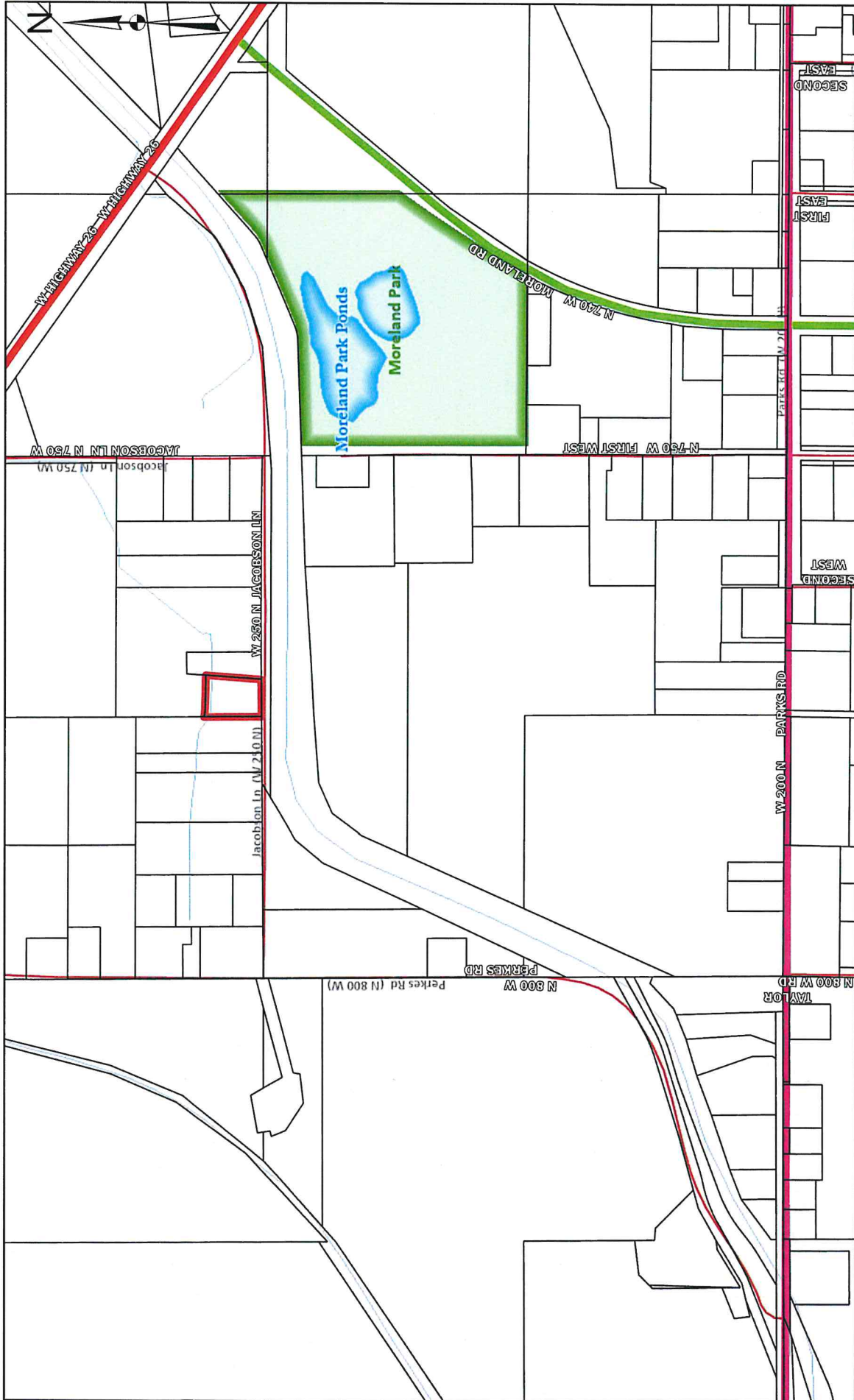
EXHIBIT A







Part of the SE 1/4 NW 1/4 Section 23, Township 2 South, Range 34 East B.M., Bingham County, Idaho described as:

Commencing at the northeast corner of said Section 23; Thence, S 00° 26' 54" W along the east line of the NE 1/4 of said Section 2665.96 feet to the east corner of said Section; Thence, N 89° 24' 47" W along the south line of the NE 1/4 of said Section 2653.46 feet to the center 1/4 corner of said Section that falls S 89°22'21" E 2661.08 feet from the west 1/4 corner of said Section; Thence, N 89° 22' 21" W along said south line 1025.97 feet to the east line of a parcel described in Deed Instrument No. 535543; Thence, N 00° 21' 22" E along said east parcel line 378.39 feet to the north line of said parcel; Thence, S 89° 36' 15"W along said north parcel line 111.08 feet to the west line of said parcel; Thence, S 04° 42' 01" W along said west line 97.37 feet to the center of an irrigation ditch and the Point of Beginning; Thence along said irrigation ditch center for the following three (3) courses, (1) N 88° 57' 10" W 68.38 feet; (2) Thence, N 87° 39' 49" W 121.14 feet; (3) Thence, N 78° 20' 15" W 24.59 feet to the west line of a parcel described in Deed Instrument No. 626533; Thence, S 00° 21' 09" W along said west parcel line 288.11 feet to the south line of the NW 1/4 of said Section; Thence, S 89° 22' 21" E along said south line 192.33 feet to the east line of the NW 1/4 of said Section; Thence, N4°42'01"E along said east line 279.99 feet to the Point of Beginning.

subject to a County Road Right of way along the south boundary

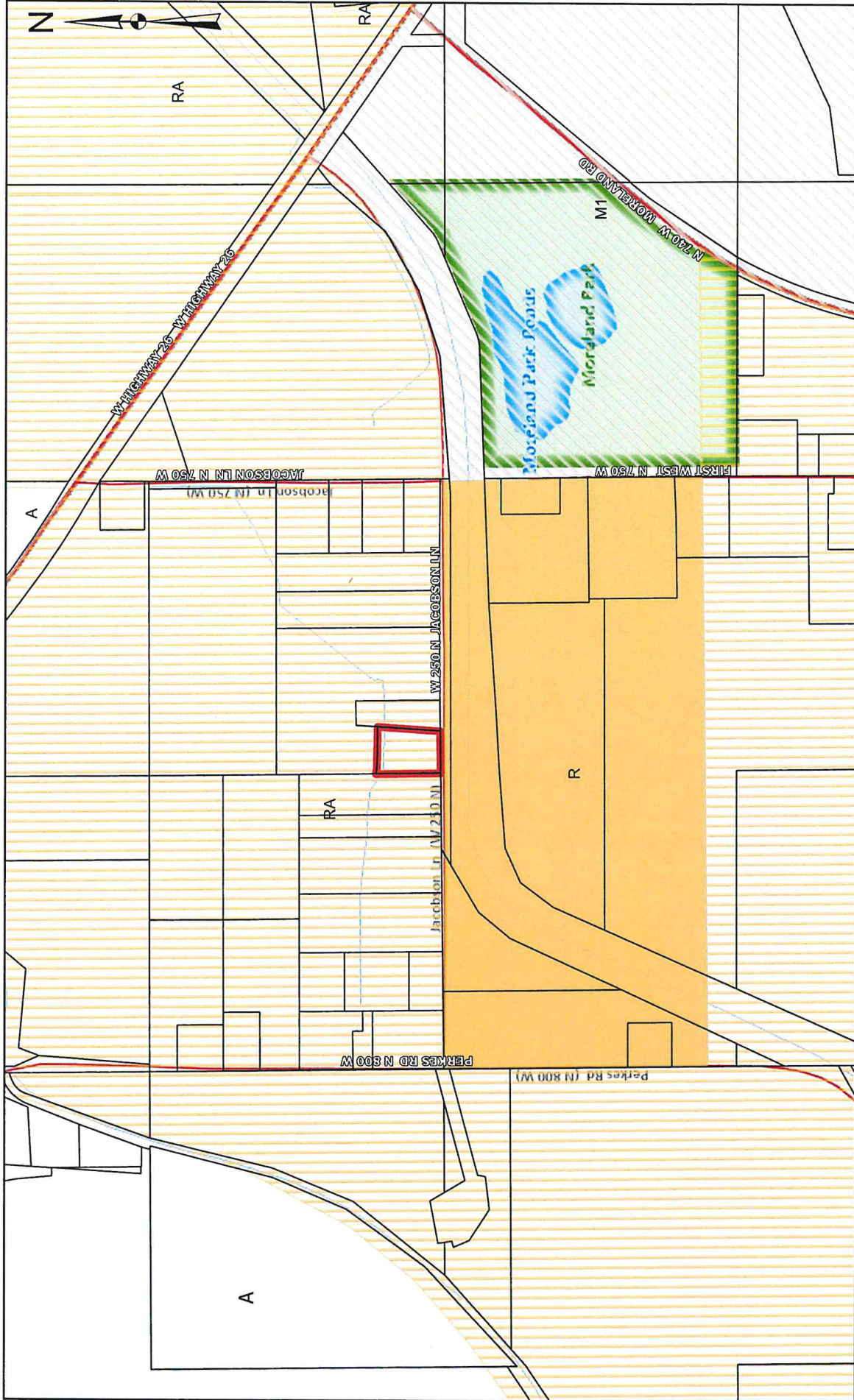
PARRIS SUBDIVISION - PARCEL MAP



- ### LEGEND
-  Parris Subdivision
 -  Principal Arterial 100' ROW
 -  Major Collector 70' ROW
 -  Minor Arterial 80' ROW
 -  Parcels
 -  Roads



PARRIS SUBDIVISION - ZONING MAP



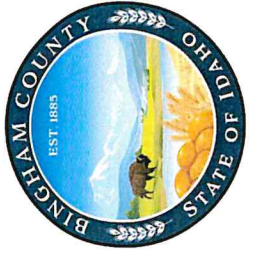
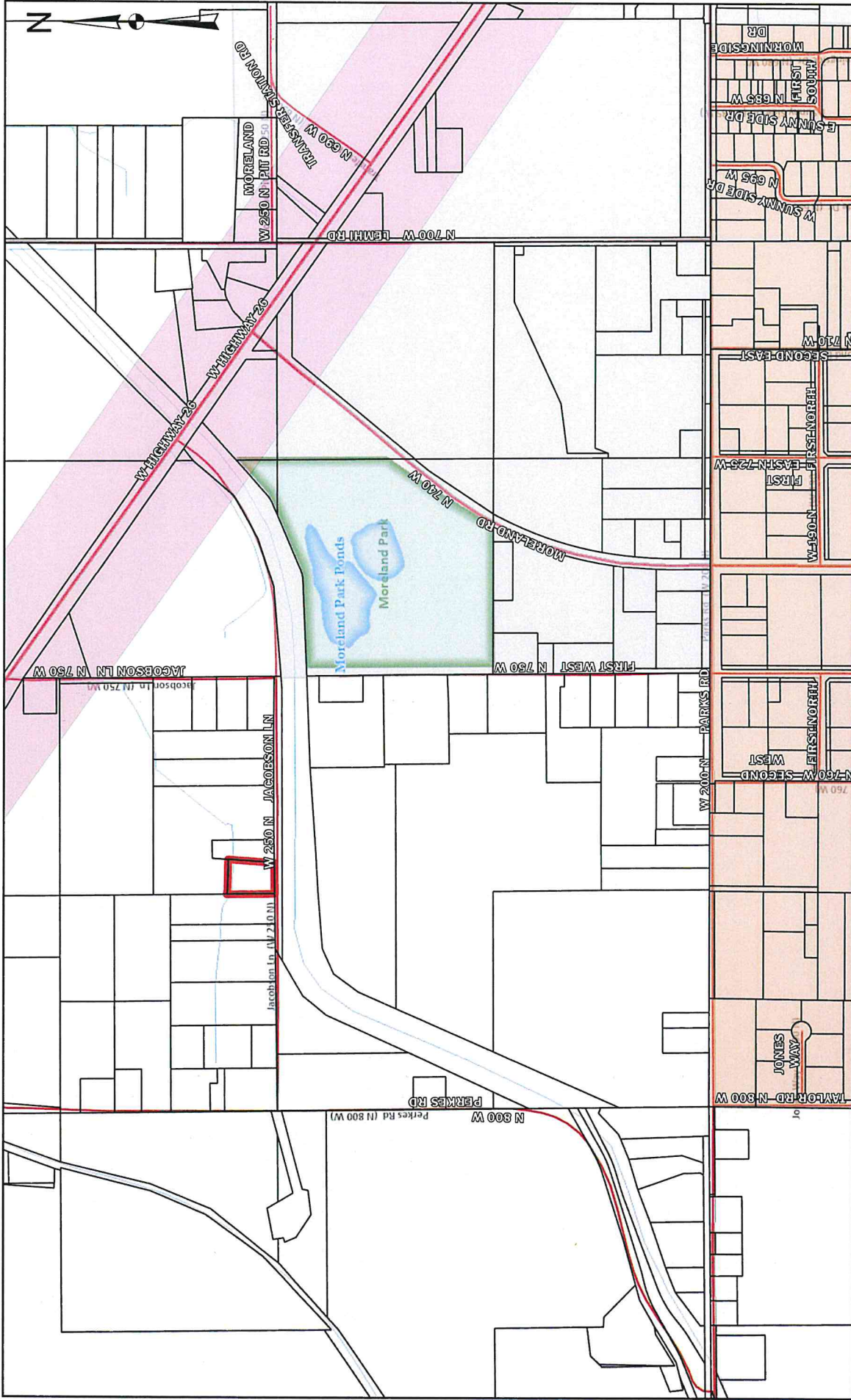
LEGEND

- Parris Subdivision
- Parcels
- Roads
- A - Agriculture
- RA - Residential/Agriculture
- R - Residential
- M1 - Light Manufacturing

EXHIBIT S-3

0 0.030.07 0.13 Miles

PARRIS SUBDIVISION - COMPREHENSIVE PLAN MAP



LEGEND


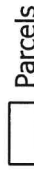
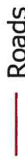




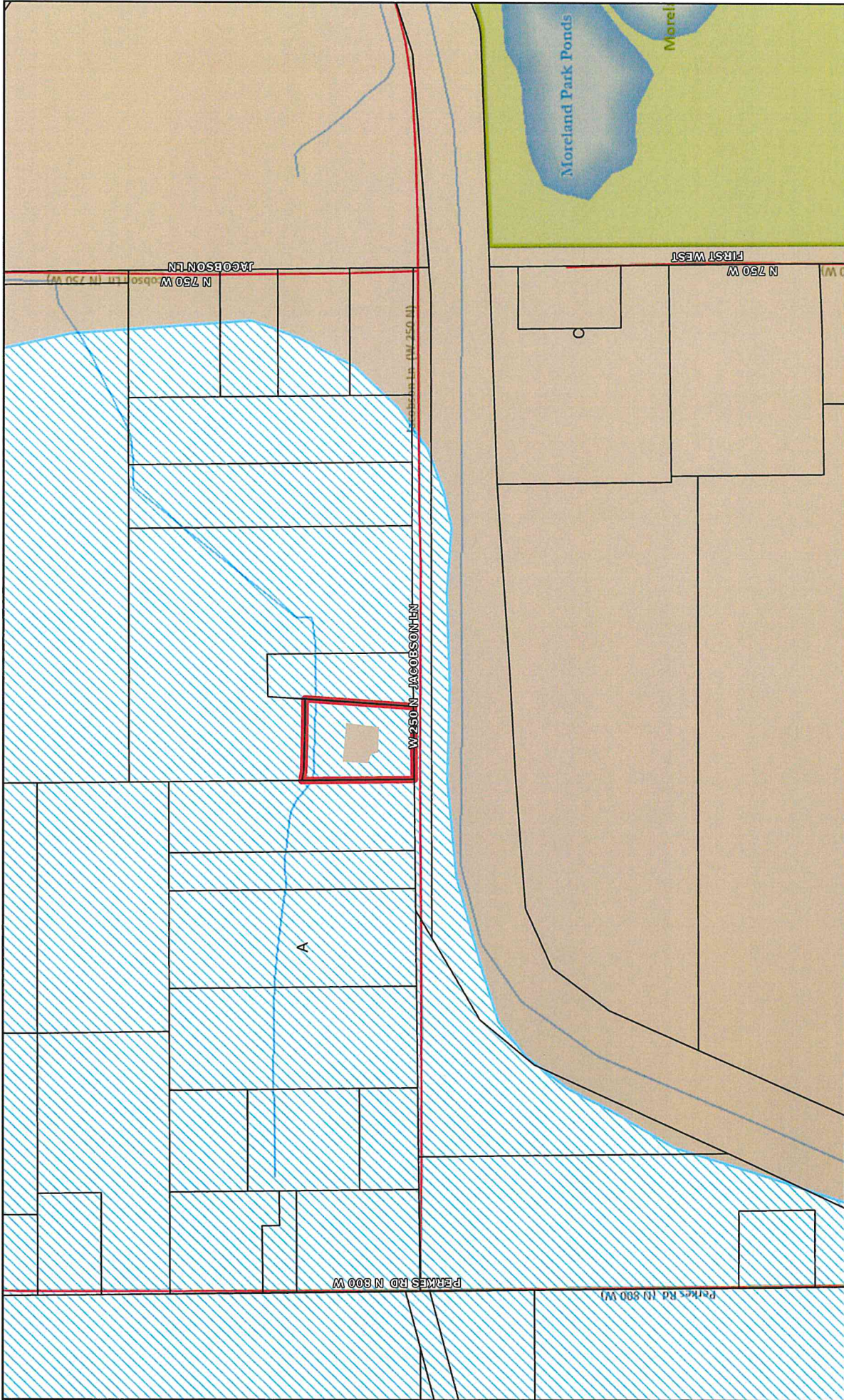
-  Parris Subdivision
-  Parcels
-  Roads
-  Industrial/Commercial
-  Multi_Use
-  Natural Resource Area/Agriculture
-  Residential/Residential Agriculture

EXHIBIT S-4



PARRIS SUBDIVISION - FLOOD PLAIN MAP



**EXHIBIT
S-5**



LEGEND

-  Parris Subdivision
-  Parcels
-  Roads
-  Parris Subdivision LOMR-F
-  A; AE; AH; AO - In
-  X - Out



PARRIS SUBDIVISION - SCHOOL DISTRICT MAP

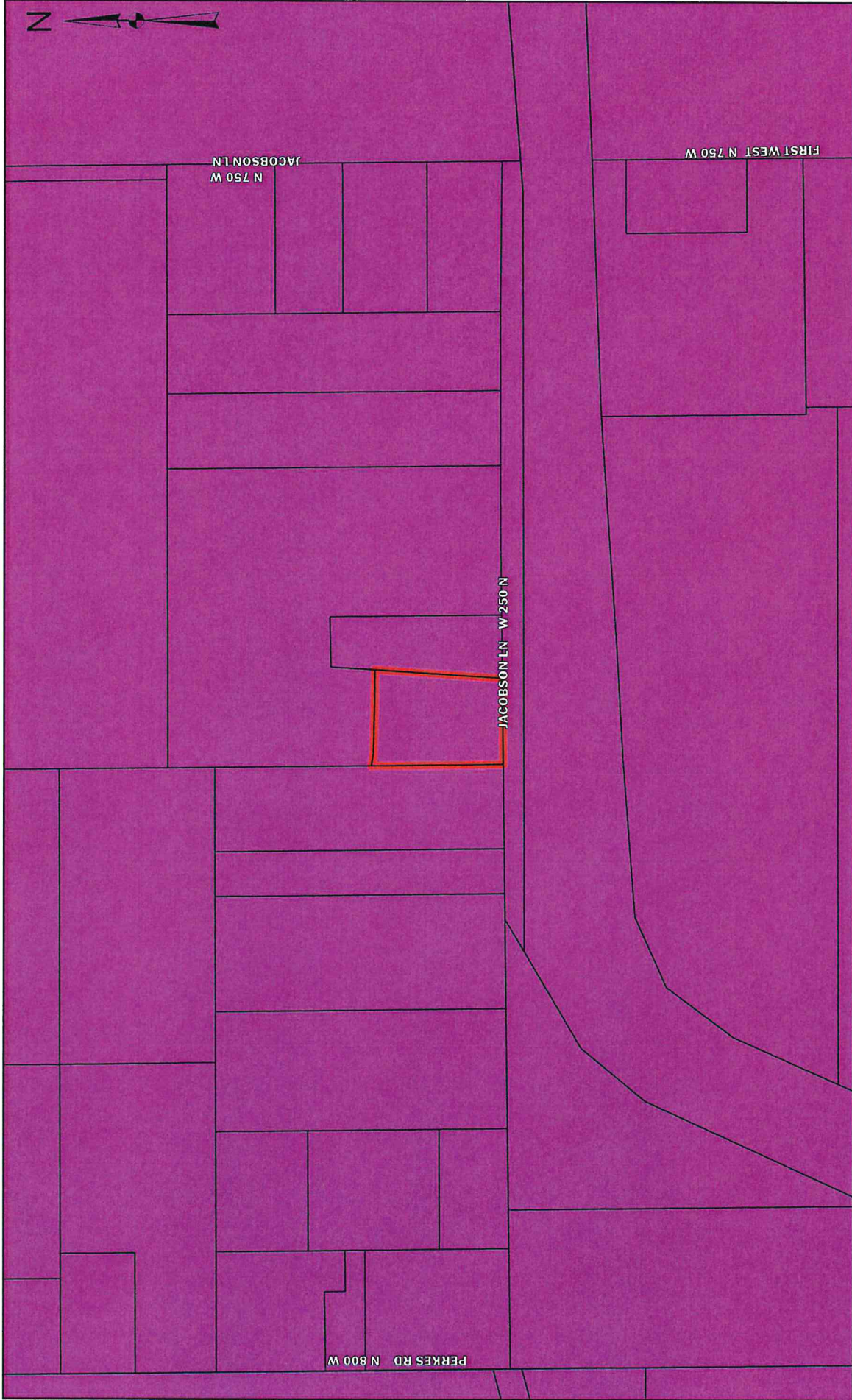
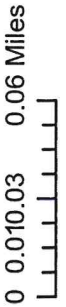






EXHIBIT
S-9

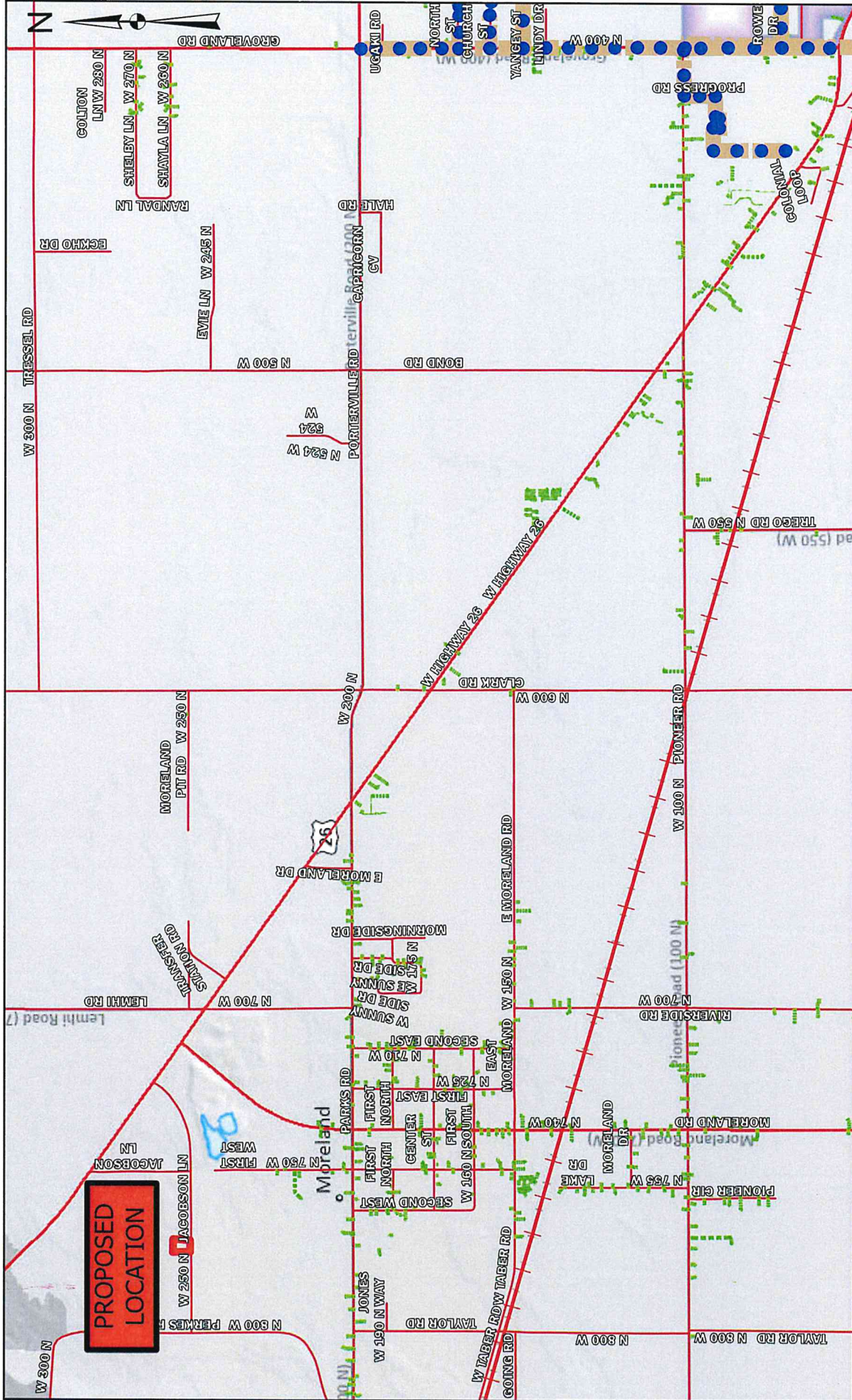


LEGEND

-  Parris Subdivision
-  Parcels
-  Roads
-  Snake River School District



PARRIS SUBDIVISION - UTILITIES MAP



LEGEND







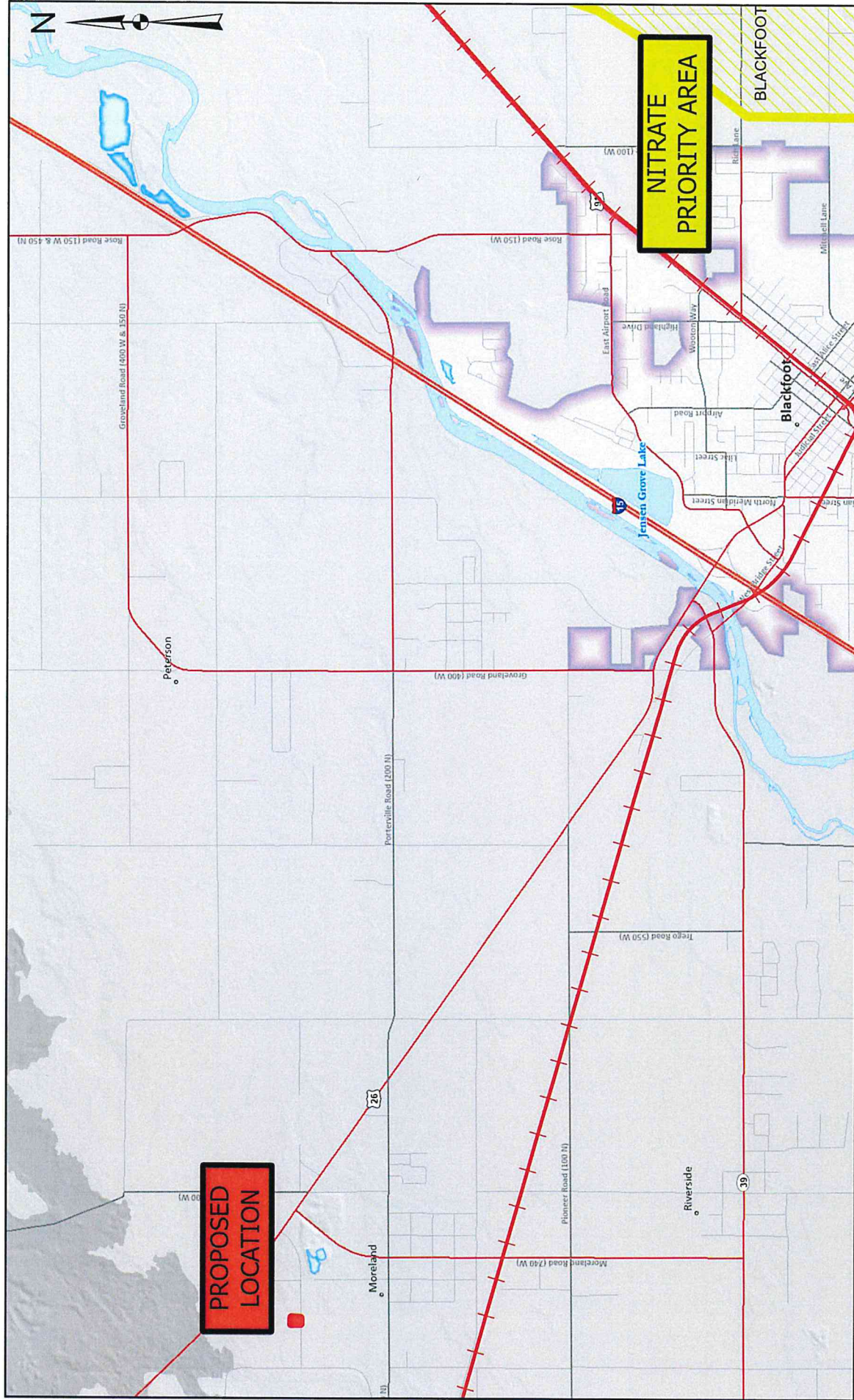
-  Parris Subdivision
-  Sanitary Sewer Manholes
-  Sanitary Sewer Lines
-  Roads
-  Parcels
-  Gas Service Line

EXHIBIT S-10



PARRIS SUBDIVISION - NITRATE PRIORITY AREA MAP



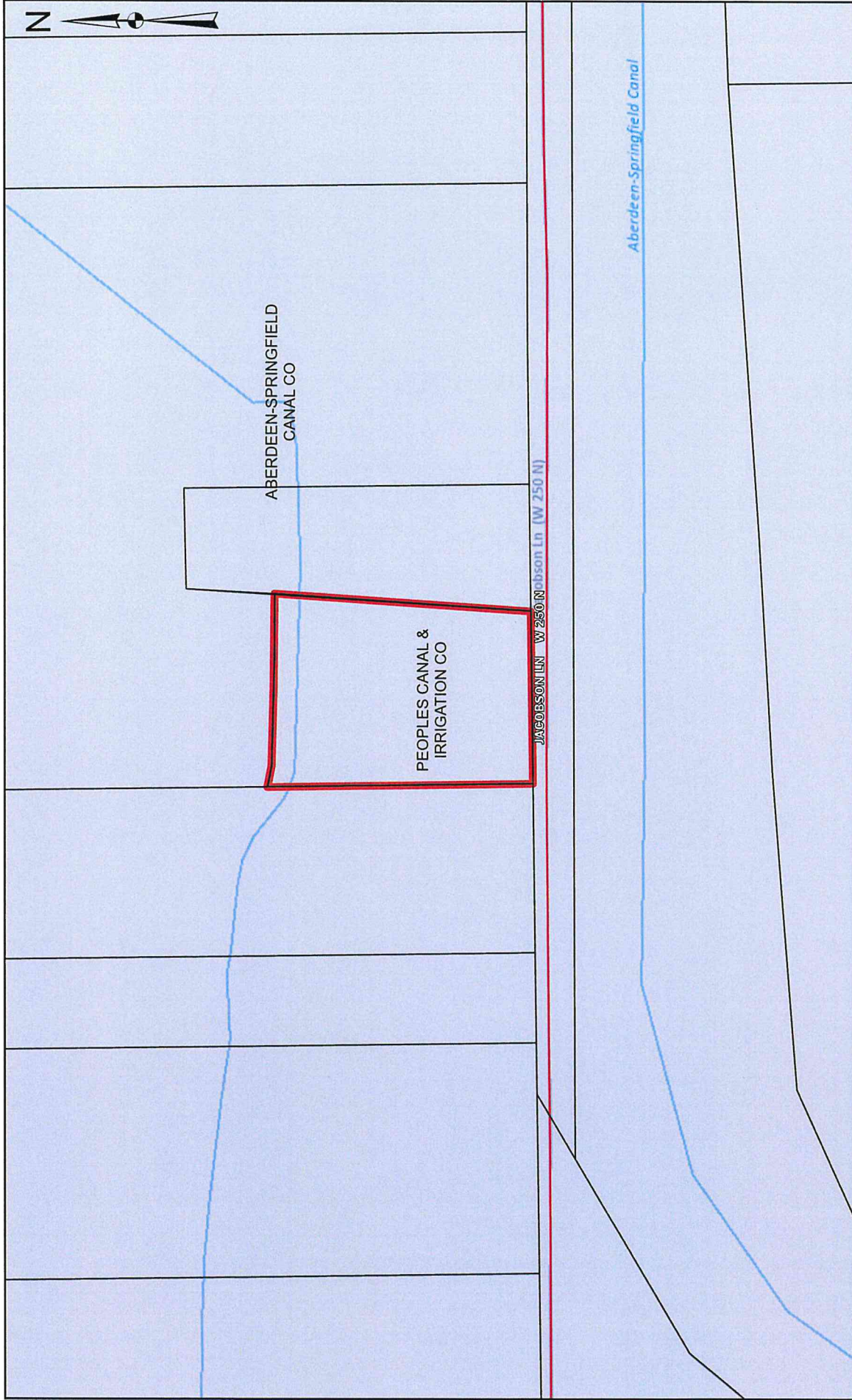
LEGEND

-  Parris Subdivision
-  Parcels
-  Roads
-  Nitrate Priority Areas

EXHIBIT S-11



PARRIS SUBDIVISION - IRRIGATION PROVIDER MAP

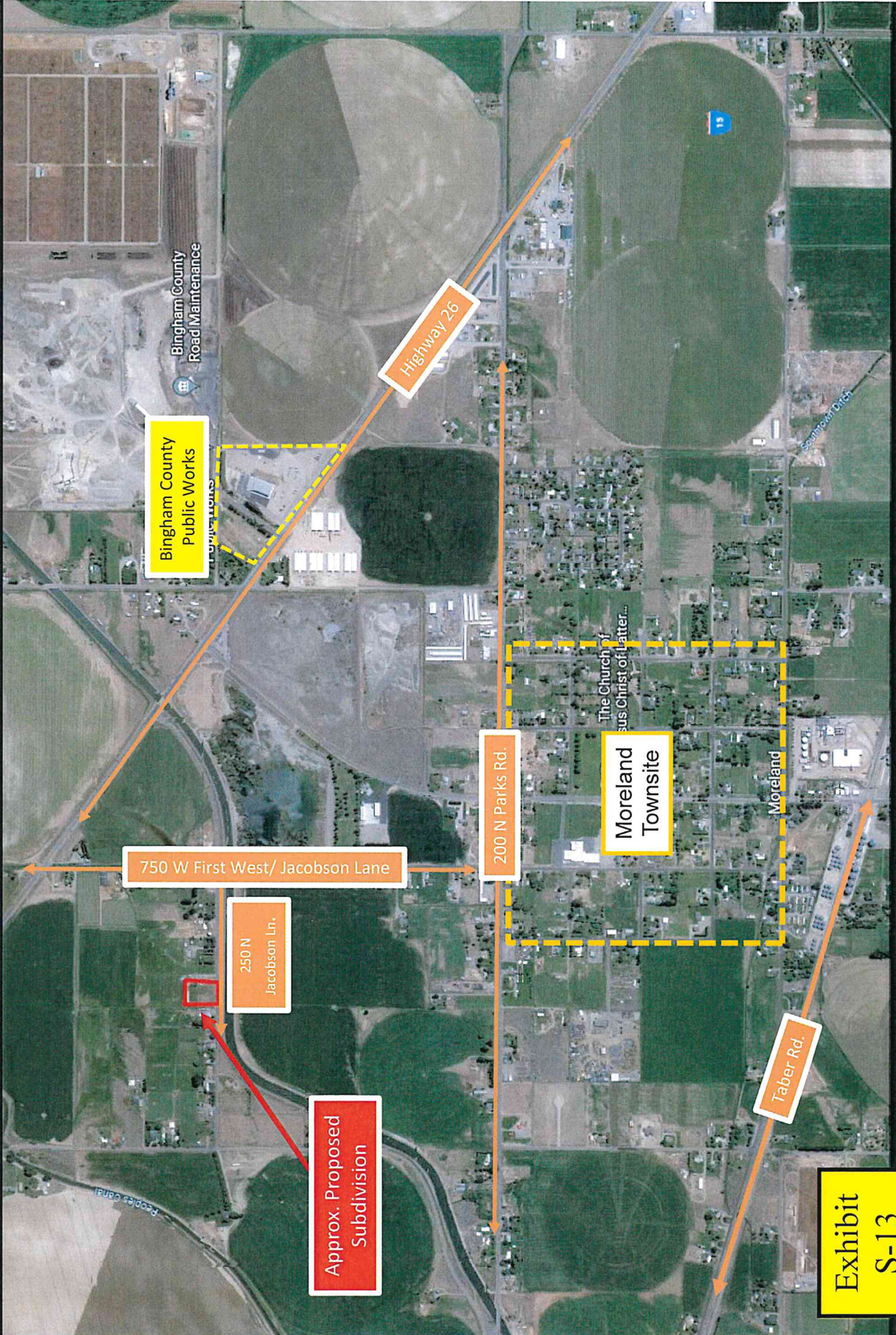


LEGEND

-  Parris Subdivision
-  Parcels
-  Roads

EXHIBIT S-12





Bingham County
Public Works

Bingham County
Road Maintenance

Highway 26

750 W First West/
Jacobson Lane

250 N
Jacobson Ln.

Approx. Proposed
Subdivision

200 N Parks Rd.

Moreland
Townsite

Taber Rd.

Exhibit
S-13

BINGHAM COUNTY
PLANNING & DEVELOPMENT SERVICES

NOTICE OF POSTING

I hereby certify that on February 17, 2023, I personally posted the Bingham County, Planning & Development Department Notice for File No. 3160 at the following location(s):

Approx. Location: 772 W 250 N, Blackfoot, ID 83221, Parcel No. RP0185906 Township 2S, Range 34E, Section 23, zoned Residential/Agriculture, consisting of approx. 1.19 acres

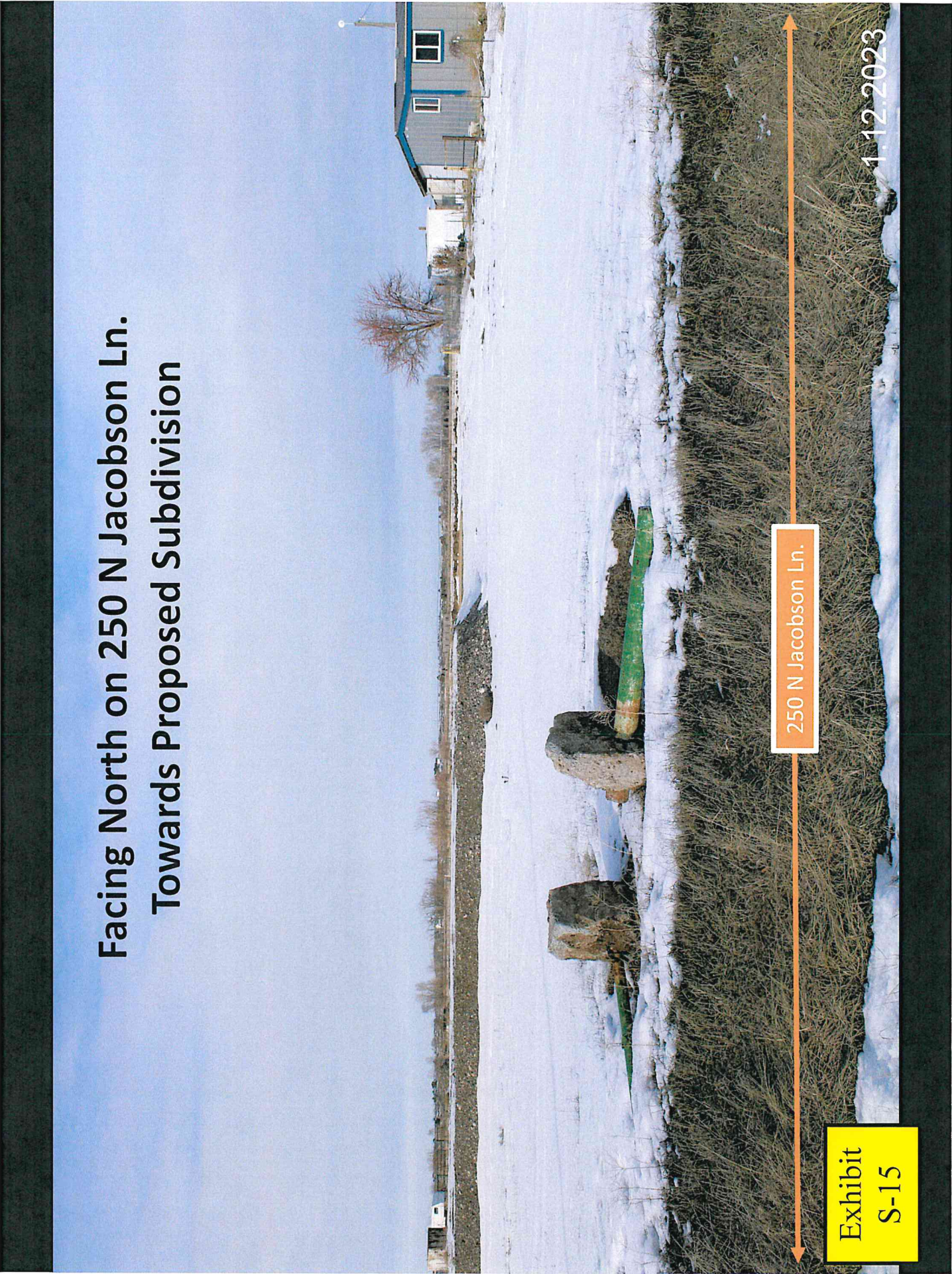


Addie Jo Harris

Addie Jo Harris
Assistant Director/Lead Planner

Exhibit
S-14

**Facing North on 250 N Jacobson Ln.
Towards Proposed Subdivision**



250 N Jacobson Ln.

Exhibit
S-15

1.12.2023

Facing East on 250 N Jacobson Ln.

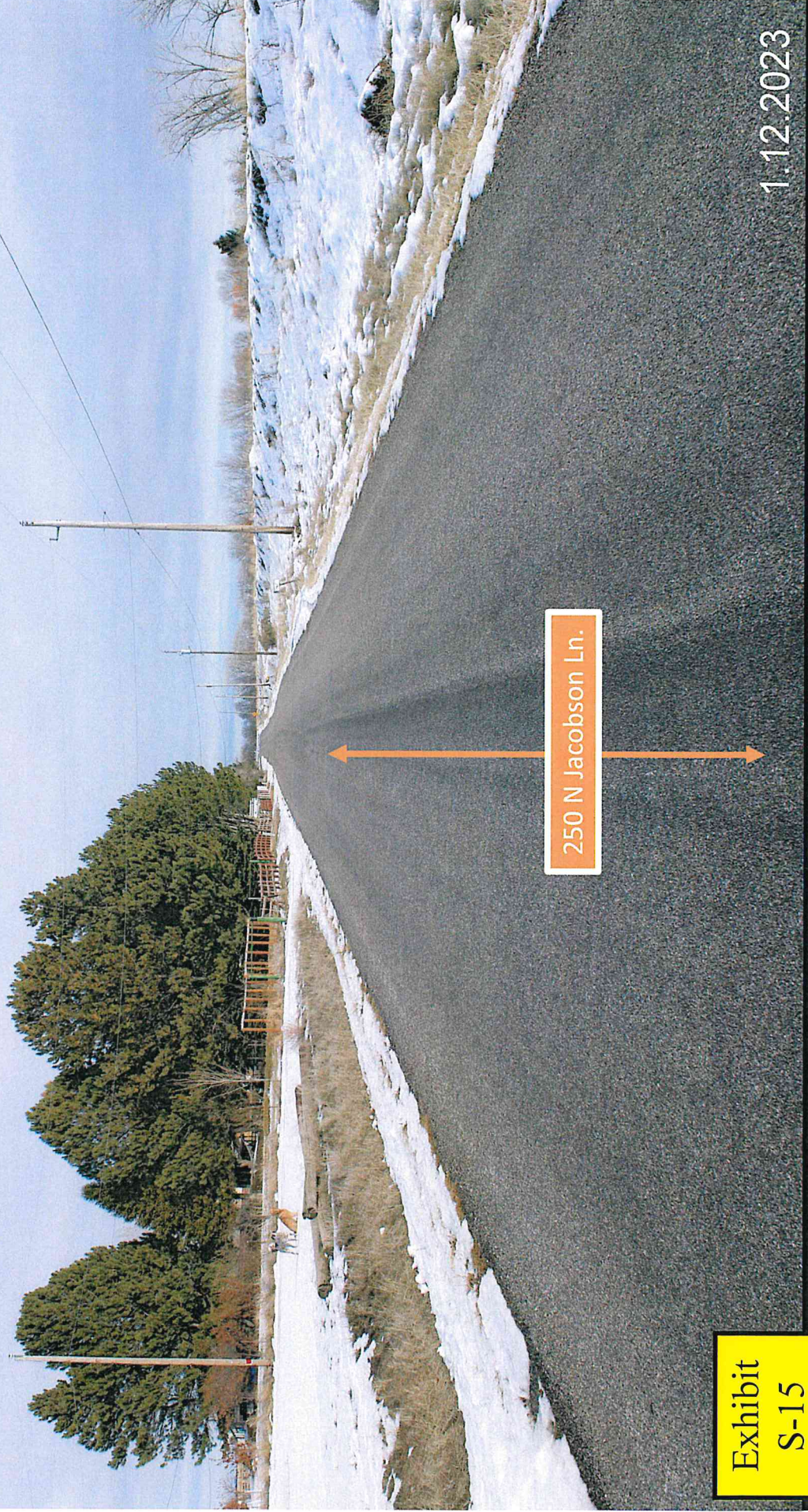


Exhibit
S-15

1.12.2023

Facing South on 250 N Jacobson Ln.

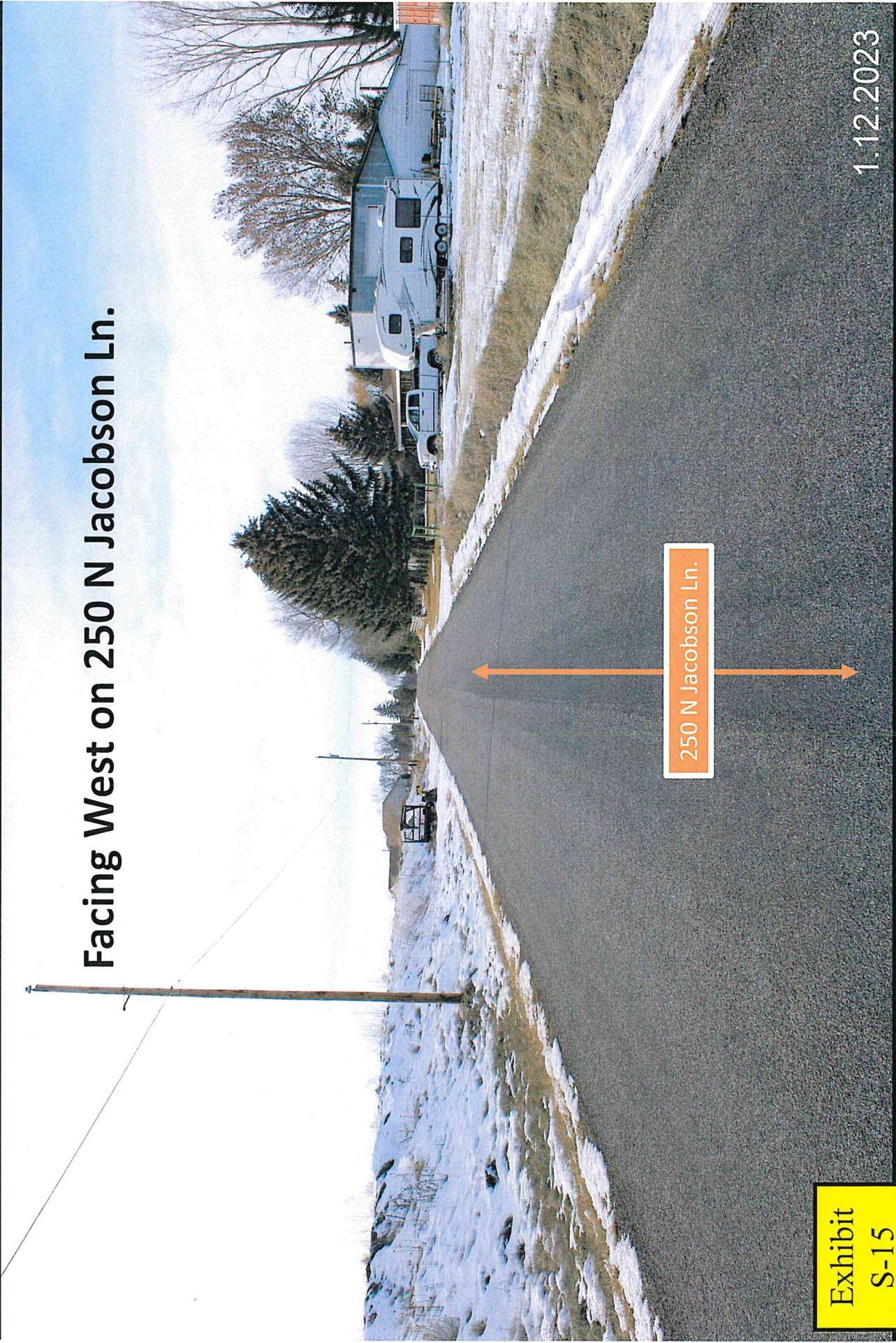


250 N Jacobson Ln.

**Exhibit
S-15**

1.12.2023

Facing West on 250 N Jacobson Ln.



250 N Jacobson Ln.

Exhibit
S-15

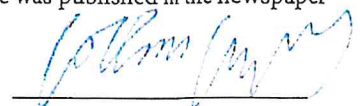
1.12.2023

PROOF OF PUBLICATION Bingham News Chronicle

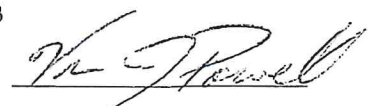
State of Idaho
County of Bingham

I, ~~Dawn Giannini~~, or Collins Crapo first being duly sworn, depose and say: That I am the Classified ~~Manager~~, or Processing Clerk employed by Adams Publishing Group of the Rockies LLC, publishers of Bingham News Chronicle, a newspaper of general circulation, published 2 days, Tuesday, and Friday at Blackfoot, Idaho.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Bingham News Chronicle for 1 day(s), first publication having been made on 02/10/2023 last publication having been made on 02/10/2023, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.



Subscribed and sworn to before me, on this 10th day of February, 2023



Notary Public
My commission expires:

_____ attached jurat _____

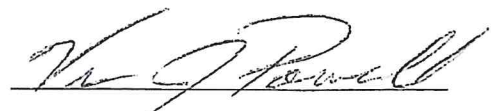
STATE OF IDAHO

ss.

COUNTY OF BINGHAM

On this 10th day of February, 2023 before me, the undersigned, a Notary public for said state, personally appeared ~~Dawn Giannini~~ or Collins Crapo, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she/they executed the same,

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



Notary Public for APG of the Rockies
Residing: Idaho Falls, Idaho
Commission expires:

**BINGHAM COUNTY
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Bingham County Planning & Zoning Commission will hold a Public Hearing on **March 8, 2023** in Courtroom #1, Bingham County Courthouse, 501 N. Maple, Blackfoot, Idaho. The meeting will start at 7:00 pm or as soon as it may be heard. For more information on the Applications please refer to www.co.bingham.id.us/planning_zoning/planning_zoning.html

The following Public Hearing Applications will be heard:

1. PARRIS SUBDIVISION, 1-LOT SUBDIVISION & AMENDMENT TO THE COMPREHNSIVE PLAN MAP FROM AGRICULTURE TO RESIDENTIAL/ RESIDENTIAL AGRICULTURE, (ACTION ITEM: RECOMMENDATION) Property Owner: Alejandra Margarita, approx. location: 772 W 250 N, Blackfoot, Parcel No. RP0185906 T2S, R34 E, Sec 23, approx. 1.19 acres
2. LOREN & HOLLI LUND, CONDITIONAL USE PERMIT: TEMPORARY SECOND DWELLING FOR MEDICAL HARD-SHIP (ACTION ITEM: DECISION) Property Owners: Loren & Holli Lund, approx. Location: 787 E 1500 N, Shelley, Parcel No. RP8127300, T1N, R37E, Sec 20, approx. 1 acre
3. 1st AMENDED REPLAT OF TEEPLES-BERGESON RIVERVIEW ACRES TO BE KNOWN AS BRENT DEW SUBDIVISION, 2-LOT SUBDIVISION (ACTION ITEM: RECOMMENDATION) Property Owner: Fredrick Beasley, approx. location: 619 W Hwy 39, Blackfoot, Parcel No. RP8039600, T3S, R34E, Sec 1, approx. 1.50 acres

All persons interested or persons who are affected are invited to attend said Public Hearings to show cause, if any, if the requested Applications meet Bingham County Code and may give testimony in favor, neutral, or in opposition of said requests. According to Bingham County Code Section 10-3-6(7) no more than two pages of written testimony will be accepted less than eight calendar days before a hearing. Written testimony can be provided via mail at 490 N. Maple, Suite A, Blackfoot, ID 83221 or by email at planningtestimony@binghamid.gov Individuals who need accessible communications or other accommodations in order to participate are invited to make their needs known to the Bingham County Clerk, 3 to 5 days in advance. ADA/504 Compliance.

Dated 6th day of February, 2023.

Tiffany G. Olsen

Tiffany G. Olsen
Planning & Development Director
Bingham County, Idaho

Published: February 10th, 2023 (BNC26092-332074)

Blackfoot/Snake River Government Agency Notice

| Company Name | Attention | Address | City | St | Zip |
|-------------------------------------|---------------------|-----------------------|-------------|----|-------|
| Bingham County Appraisal | | | | | |
| Bingham County Assessor | | | | | |
| Bingham County Public Works | | 245 N 690 W | Blackfoot | ID | 83221 |
| Bingham County Sheriff | | | | | |
| Bingham County Surveyor | | | | | |
| Bingham County Treasurer | | | | | |
| Aberdeen/Springfield Canal Co. | | P.O. Box 857 | Aberdeen | ID | 83210 |
| Blackfoot Fire District | Verl Jarvie | 225 N. Ash | Blackfoot | ID | 83221 |
| Blackfoot Irrigation Co | | 108 E 200 N | Blackfoot | ID | 83222 |
| Blackfoot Post Office | Postmaster | 165 W Pacific | Blackfoot | ID | 83221 |
| Blackfoot School District | Superintendent | 270 E. Bridge | Blackfoot | ID | 83221 |
| Bureau of Land Management | Land & Realty | 4350 S. Cliffs Dr. | Pocatello | ID | 83204 |
| Bureau of Land Management | Land & Realty | 1405 Hollipark Dr. | Idaho Falls | ID | 83401 |
| Bureau of Reclamation | Laura Crandall | 470 22nd Street | Heyburn | ID | 83336 |
| City of Blackfoot | Mayor/City Council | 157 N. Broadway | Blackfoot | ID | 83221 |
| Corbet Slough Ditch Company | | 78 N 100 W | Blackfoot | ID | 83222 |
| Department of Environmental Quality | Allan Johnson | 444 Hospital Way #300 | Pocatello | ID | 83201 |
| Department of Water Resources | Jared Adamson | 900 N. Skyline Dr. #A | Idaho Falls | ID | 83402 |
| Eastern Idaho Water Company | | 279 N 400 E | Blackfoot | ID | 83221 |
| Groveland Water & Sewer | Marc Pange | 144 N 400 W | Blackfoot | ID | 83221 |
| Health Department | Ken Keller | 145 W Idaho Street | Blackfoot | ID | 83221 |
| Idaho Department of Lands | Pat Brown | 3563 Ririe Highway | Idaho Falls | ID | 83401 |
| Idaho Department of Transportation | Eric Staats | 5151 S. 5th Ave | Pocatello | ID | 83204 |
| Idaho Fish & Game | Becky Johnson | 1345 Barton Road | Pocatello | ID | 83204 |
| Idaho Irrigation District | | 496 E. 14th Street | Idaho Falls | ID | 83404 |
| Idaho Power | Design Leader | 301 E Benton Street | Pocatello | ID | 83201 |
| Intermountain Gas Co | Pocatello Marketing | 12584 N Tyhee Rd. | Pocatello | ID | 83202 |
| Moreland Water & Sewer District | | PO Box G | Moreland | ID | 83256 |
| New Lavaside Canal | Von Cornelison | 66 E. River Road | Blackfoot | ID | 83221 |
| Parson's Ditch Co | | 638 W 100 S | Blackfoot | ID | 83222 |
| People's Canal & Irrigation Co | | 1050 W. Highway 39 | Blackfoot | ID | 83221 |
| Qwest Engineering | Jon Davidson | 930 W. Cedar Street | Pocatello | ID | 83201 |
| Riverside Canal Co | | 379 W 150 N | Blackfoot | ID | 83221 |

**Exhibit
S-17**

Blackfoot/Snake River Government Agency Notice

| | | | | | |
|--|----------------|--------------------|-----------|----|-------|
| Shoshone Bannock Tribal Land Use Policy Commission | | PO Box 306 | Fort Hall | ID | 83203 |
| Smith-Maxwell Ditch Co | | 839 W Riverton Rd. | Blackfoot | ID | 83220 |
| Snake River School District | Superintendent | 103 S. 900 W. | Blackfoot | ID | 83221 |
| Snake River Valley Irrigation | | P.O. BOX 70 | Basalt | ID | 83218 |
| United Canal Company | | 762 W Hwy 39 | Blackfoot | ID | 83221 |
| United Canal Company | Spencer Larsen | 864 W 650 N | Blackfoot | ID | 83221 |
| Watson Canal Co | Karl Williams | 237 S 900 W | Blackfoot | ID | 83221 |
| Wearyrick Ditch Co | | 74 N 600 W | Blackfoot | ID | 83222 |

41 Government Agencies

NOTICE OF MAILING

I hereby certify on January 13, 2023 I, Addie Jo Harris, personally mailed notice of the proposed request to the above named Government Agencies

Addie Jo Harris

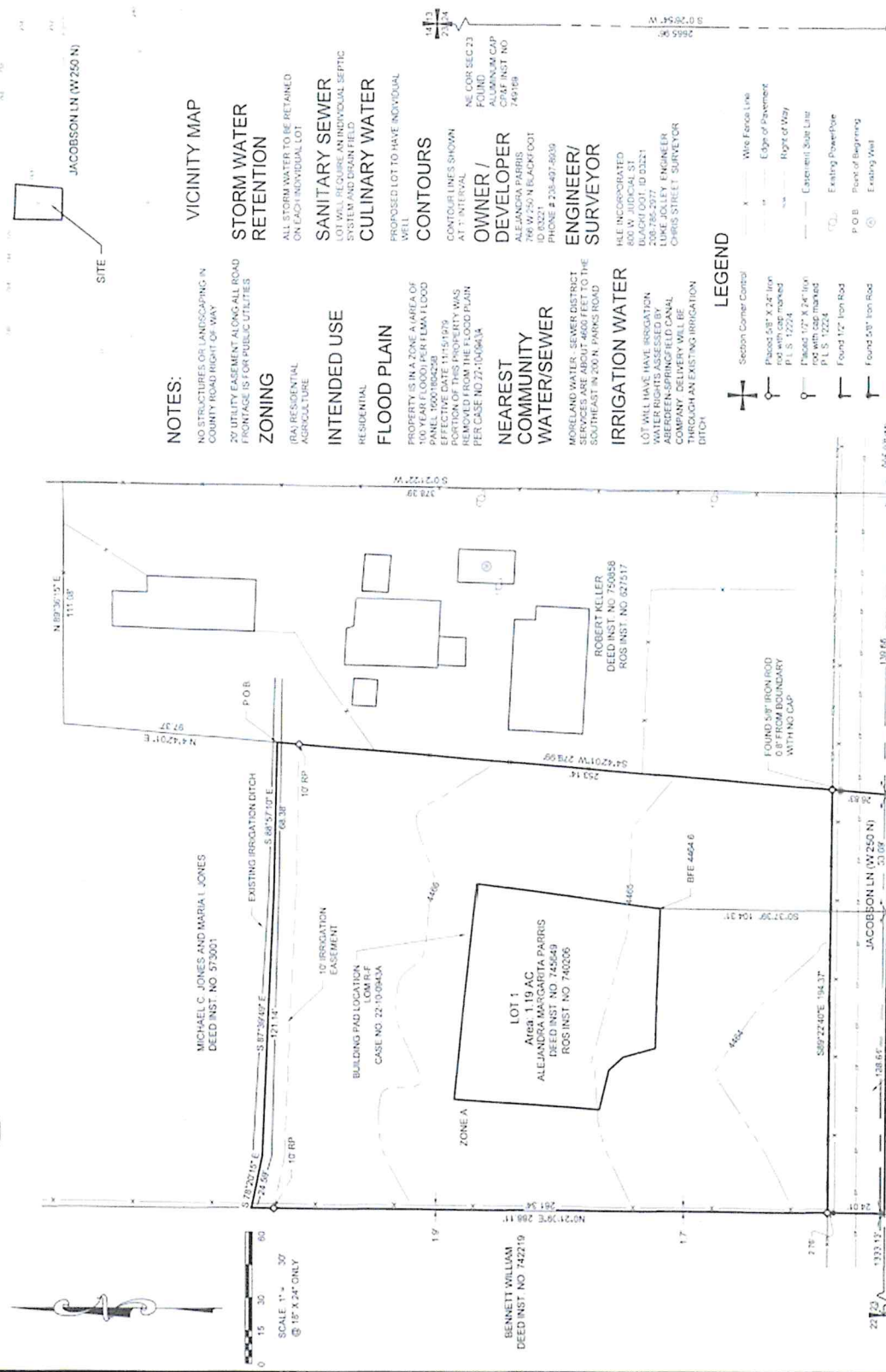
Addie Jo Harris,
Assistant Director/Lead Planner

Exhibit
S-17

SUBDIVISION INFORMATION
 TOTAL LOTS 1
 AVERAGE SIZE 1.19 ACRES
 TOTAL ACREAGE 1.31 ACRES



PARIS SUBDIVISION
 PART OF THE SE 1/4 OF THE NW 1/4 OF
 SECTION 23, T. 2 S., R. 34 E.B.M.
 BINGHAM COUNTY, IDAHO



NOTES:
 NO STRUCTURES OR LANDSCAPING IN COUNTY ROAD RIGHT OF WAY
 20' UTILITY EASEMENT ALONG ALL ROAD FRONTS IS FOR PUBLIC UTILITIES

ZONING
 (RA) RESIDENTIAL AGRICULTURE

INTENDED USE
 RESIDENTIAL

FLOOD PLAIN
 PROPERTY IS IN A ZONE A AREA OF 100 YEAR FLOOD PER FEMA FLOOD PANEL 1000700242B
 EFFECTIVE DATE 11/15/1979
 PORTION OF THIS PROPERTY WAS IN A FLOOD PLAIN
 FES CASE NO 22-100643A

NEAREST COMMUNITY WATER/SEWER
 MORELAND WATER - SEWER DISTRICT SERVICES ARE ABOUT 4600 FEET TO THE SOUTHEAST IN 200 N. PARKS ROAD

IRRIGATION WATER
 LOT WILL HAVE IRRIGATION WATER RIGHTS ACCESS TO ABERDEEN-SPRINGFIELD CANAL COMPANY DELIVERY WILL BE THROUGH AN EXISTING IRRIGATION DITCH

VICINITY MAP
 ALL STORM WATER TO BE RETAINED ON EACH INDIVIDUAL LOT

STORM WATER RETENTION
 SANITARY SEWER LOT WILL REQUIRE AN INDIVIDUAL SEPTIC SYSTEM AND DRAIN FIELD

CULINARY WATER
 PROPOSED LOT TO HAVE INDIVIDUAL WELLS

CONTOURS
 CONTOUR LINES SHOWN AT 1' INTERVAL

OWNER / DEVELOPER
 ALEJANDRA PARRIS
 786 W. 250 N BLACKFOOT
 ID 83221
 PHONE # 208-497-5659

ENGINEER / SURVEYOR
 HLE INCORPORATED
 BLACKFOOT ID 83221
 208-782-2977
 LUKE JOLLEY ENGINEER
 CHRIS STREET SURVEYOR

NE COR SEC 23
 FOUND ALUMINUM CAP
 C/P&F INST NO 749158

NE COR SEC 23
 FOUND ALUMINUM CAP
 C/P&F INST NO 749158

NE COR SEC 23
 FOUND ALUMINUM CAP
 C/P&F INST NO 749158

LEGEND

- Section Corner Control
- Wired Fence Line
- Edge of Pavement
- Right of Way
- Current Sub Line
- Existing Powerline
- Point of Beginning
- Ending Well

Found 5/8" Iron Rod
 Found 1 1/2" Iron Rod
 Found 2 1/2" Iron Rod
 Found 3 1/2" Iron Rod
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NE COR SEC 23
 FOUND ALUMINUM CAP
 C/P&F INST NO 402644

NE COR SEC 23
 FOUND ALUMINUM CAP
 C/P&F INST NO 402644

NE COR SEC 23
 FOUND ALUMINUM CAP
 C/P&F INST NO 402644

PARIS SUBDIVISION
 PRELIMINARY PLANNING
 SEC 23, T. 2 S., R. 34 E.B.M.
 BINGHAM COUNTY, IDAHO

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

Copyright 2021 HLE All Rights Reserved

DATE: December 27, 2022
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

1 2

PARRIS SUBDIVISION - AERIAL MAP



LEGEND

-  Parris Subdivision
-  Parcels
-  Roads



**PROPERTY OWNERS LIST
PARRIS SUBDIVISION**

| OWNER | ADDRESS | CITY STATE ZIP |
|----------------------------|----------------|---------------------------|
| ALEJANDRA MARGARITA PARRIS | 766 W 250 N | BLACKFOOT ID 83221-0000 |
| GABRIELA JONES | 768 W 250 N | BLACKFOOT ID 83221-0000 |
| JULIE ANN MARTIN | 223 N 900 W | BLACKFOOT ID 83221-5203 |
| KURT & ELAINE ASMUS | 784 W 250 N | BLACKFOOT ID 83221-5213 |
| MICHAEL & MARIA JONES | 766 W 250 N | BLACKFOOT ID 83221-0000 |
| WILLIAM BENNETT | 776 W 250 N | BLACKFOOT ID 83221-3330 |

6 PROPERTY OWNERS

NOTICE OF MAILING

I hereby certify on February 7, 2023 I, Addie Jo Harris, personally mailed notice of the proposed request to the above named property owners who are within 300 feet of the property in question.

Addie Jo Harris

Addie Jo Harris
Assistant Director/Lead Planner

**Exhibit
S-18**

BINGHAM COUNTY

PLANNING & DEVELOPMENT SERVICES

NOTICE TO PROPERTY OWNERS WITHIN 300 FEET PER BINGHAM COUNTY CODE SECTION 10-3-6

BINGHAM COUNTY NOTICE OF PUBLIC HEARING CONTINUANCE

NOTICE IS HEREBY GIVEN that the following Application has been continued from the Planning and Zoning Commission's Public Hearing Agenda, originally set for February 8, 2023, and will now be heard on **March 8, 2023** at 7:00 p.m. The Public Hearing will take place in Courtroom #1, Bingham County Courthouse, 501 N. Maple, Blackfoot, Idaho. The meeting will start at 7:00 pm or as soon as it may be heard. Please refer to our website to see the order of the meeting and for more information on the Application.

THE PLANNING & ZONING COMMISSION MEETING WILL BE LIVE STREAMED VIA ZOOM FOR AUDIO PURPOSES ONLY, UNLESS OTHERWISE PRE-APPROVED BY THE PLANNING & DEVELOPMENT DIRECTOR. ALL INDIVIDUALS WISHING TO PROVIDE PUBLIC TESTIMONY MUST BE PRESENT AT THE PUBLIC HEARING TO DO SO – TESTIMONY VIA ZOOM WILL NOT BE RECEIVED.

The following Application will be heard:

PARRIS SUBDIVISION, 1 LOT SUBDIVISION (ACTION ITEM: RECOMMENDATION) A proposal from Alejandra Margarita Parris to develop a 1-lot Subdivision, to be known as "Parris Subdivision," on approx. 1.31 acres (currently a non-buildable parcel created without a division right), in a "R/A" Residential/Agriculture Zoning District. The parcel is located along the North Right-of-Way of 250 N Jacobson Lane, approximately half a mile Southwest of Highway 26 and Northwest of Moreland Park Ponds. The proposed 1-Lot Subdivision will have an individual well for culinary purposes, a private septic sewer system and drain field, with irrigation water rights assessed by the Aberdeen-Springfield Canal Company delivered through an existing irrigation ditch that runs along the North boundary of the property. The parcel is proposed to have direct access to the existing County Road, 250 N Jacobson Lane. The Comprehensive Plan Map has this area identified as Agriculture.

Approx. Location: 772 W 250 N, Blackfoot, ID 83221, Parcel No. RP0185906 Township 2S, Range 34E, Section 23, zoned Residential/Agriculture, consisting of approx. 1.31 acres

All persons interested or persons who are affected are invited to attend said Public Hearing to show cause, if any, if the requested Application meets Bingham County Code and may give testimony in favor, neutral or in opposition of said request. According to Bingham County Code Section 10-3-6(7), no more than two pages of written testimony will be accepted less than eight calendar days before a hearing. You may mail at 501 N. Maple (Box 203), Blackfoot, ID 83221 or by email at planningtestimony@binghamid.gov Individuals who need accessible communications or other accommodations in order to participate are invited to make their needs known to the Bingham County Clerk, 3 to 5 days in advance. ADA/504 Compliance.

Dated this 20th day of January, 2023.

Addie Jo Harris

Addie Jo Harris
Assistant Director/Lead Planner

Exhibit
S-18


BINGHAM COUNTY
PLANNING & DEVELOPMENT SERVICES

**NOTICE TO PROPERTY OWNERS WITHIN 300 FEET
PER BINGHAM COUNTY CODE SECTION 10-3-6**

**BINGHAM COUNTY
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Bingham County Planning & Zoning Commission will hold a Public Hearing **MARCH 8, 2023** in Courtroom #1, Bingham County Courthouse, 501 N. Maple, Blackfoot, Idaho. The meeting will start at 7:00 pm or as soon as it may be heard. Please refer to our website to see the order of the meeting and for more information on the Application.

THE PLANNING & ZONING COMMISSION MEETING WILL BE LIVE STREAMED VIA ZOOM FOR AUDIO PURPOSES ONLY, UNLESS OTHERWISE PRE-APPROVED BY THE PLANNING & DEVELOPMENT DIRECTOR. ALL INDIVIDUALS WISHING TO PROVIDE PUBLIC TESTIMONY MUST BE PRESENT AT THE PUBLIC HEARING TO DO SO – TESTIMONY VIA ZOOM WILL NOT BE RECEIVED.

The following Application will be heard:

PARRIS SUBDIVISION, 1 LOT SUBDIVISION (ACTION ITEM: RECOMMENDATION) A proposal from Alejandra Margarita Parris to develop a 1-lot Subdivision, to be known as “Parris Subdivision,” on approx. 1.19 acres (currently a non-buildable parcel created without a division right), in a “R/A” Residential/Agriculture Zoning District. The parcel is located along the North Right-of-Way of 250 N Jacobson Lane, approximately half a mile Southwest of Highway 26 and Northwest of Moreland Park Ponds. The proposed 1-Lot Subdivision will have an individual well for culinary purposes, a private septic sewer system and drain field, with irrigation water rights assessed by the Peoples Canal and Irrigation Company delivered through an existing irrigation ditch that runs along the North boundary of the property. The parcel is proposed to have direct access to the existing County Road, 250 N Jacobson Lane. The Comprehensive Plan Map has this area identified as Agriculture and therefore if recommended for approval, the Commission shall recommend to the Board of Commissioners to amend the Comprehensive Plan Map to reflect the change to Residential/Residential Agriculture pursuant to Bingham County Code Section 10-15-4(c).

Approx. Location: 772 W 250 N, Blackfoot, ID 83221, Parcel No. RP0185906 Township 2S, Range 34E, Section 23, zoned Residential/Agriculture, consisting of approx. 1.19 acres

All persons interested or persons who are affected are invited to attend said Public Hearing to show cause, if any, if the requested Application meets Bingham County Code and may give testimony in favor, neutral or in opposition of said request. According to Bingham County Code Section 10-3-6(7), no more than two pages of written testimony will be accepted less than eight calendar days before a hearing. You may mail at 501 N. Maple (Box 203), Blackfoot, ID 83221 or by email at planningtestimony@binghamid.gov Individuals who need accessible communications or other accommodations in order to participate are invited to make their needs known to the Bingham County Clerk, 3 to 5 days in advance. ADA/504 Compliance.

Dated this 7th day of February, 2023.


Addie Jo Harris
Assistant Director/Lead Planner

**Exhibit
S-18**

PARRIS SUBDIVISION - AERIAL MAP



LEGEND

-  Parris Subdivision
-  Parcels
-  Roads



0 0.050.1 0.2 Miles


Mariela Mejia

To: Eric Staats
Subject: RE: Planning & Zoning Commission Public Hearing Item - February 2023

From: Eric Staats <Eric.Staats@itd.idaho.gov>
Sent: Friday, January 13, 2023 3:43 PM
To: Mariela Mejia <MMejia@binghamid.gov>
Cc: Tiffany Olsen <TOlsen@binghamid.gov>; Addie Jo Jackman <AJackman@binghamid.gov>
Subject: RE: Planning & Zoning Commission Public Hearing Item - February 2023

Meriela –

Thank you for the opportunity to comment. Where this is a 1-lot subdivision with no direct connectivity to the State transportation system, ITD does not have any comments.

Thank you,

Eric Staats, P.E.
Engineer Manager
Planning & Scoping, ITD District 5
w | 208 239 3328 e | eric.staats@itd.idaho.gov



Your Safety • Your Mobility
Your Economic Opportunity

Mariela Mejia

To: Jeff Gardner
Subject: RE: Planning & Zoning Commission Public Hearing Item - February 2023

From: Jeff Gardner <JGardner@binghamid.gov>
Sent: Thursday, January 19, 2023 8:38 AM
To: Mariela Mejia <MMejia@binghamid.gov>
Subject: RE: Planning & Zoning Commission Public Hearing Item - February 2023

We have no concern for increased services with this plan as presented.

**Groveland Water and Sewer District
P O Box 833
Blackfoot, Idaho 83221**

January 20, 2023

Bingham County Planning & Development
Attention: Planning and Zoning Commissioners
490 N Maple St., Suite A
Blackfoot, ID 83221

**RE: Public Hearing – County Planning & Zoning Commission – February 8, 2023
Groveland Water & Sewer District - Responses to Agenda Items**

Parris Subdivision – RP0185906 - 772 W 250 N

- 1) GWSD does not have a sewer connection available within reasonable proximity to the property.
- 2) GWSD does not have a water connection available within reasonable proximity to the property.

Sincerely,
Marc Pange
GWSD Board Chairman

Exhibit
T-4

444 Hospital Way #300
Pocatello, ID 83201 • (208) 236-6160



Brad Little, Governor
Jess Byrne, Director

January 23, 2023

Ms. Addie Jo Harris, Planner
planningtestimony@co.bingham.id.us
Bingham County Planning & Zoning
501 N. Maple #203
Blackfoot, ID 83221

Subject: Subdivision Concept Plan – 1-Lot Parris Subdivision – Parris

Dear Ms. Harris:

The Idaho Department of Environmental Quality (DEQ) has reviewed the subject document and would like to offer our general recommendations for land development projects (attached).

If you have questions or comments, please contact me at (208) 236-6160 or via email at *Allan.Johnson@deq.idaho.gov*.

Sincerely,

A handwritten signature in blue ink, appearing to read "Allan Johnson".

Allan Johnson, P.E.
Regional Engineering Manager
DEQ Pocatello Regional Office

EDMS# 2023AGD360

Attachments: DEQ General Recommendations for Land Development Projects.

c: Katy Bergholm, Regional Administrator, DEQ Pocatello Regional Office
Tiffany Olsen, Bingham County Planning & Development Director

Exhibit
T-5

General Recommendations

The following comments are generally applicable to land development projects or other land use activities with the potential to cause impacts to ground water, air quality or surface water. DEQ provides this guidance in lieu of more site-specific comments when information regarding the land use proposal is limited.

Engineering

DEQ recommends consolidation of drinking water and/or wastewater services wherever feasible especially in areas where ground water used for public drinking water supplies is potentially impacted. DEQ considers the following alternatives generally more protective of ground water resources than using individual well and septic systems for each lot, and we recommend that the county require the developer to investigate the following options:

- Provide either a centralized, community drinking water or centralized community wastewater system or both, or
- Connect each lot to an existing community drinking water system or to an existing community wastewater system or both.

In accordance with Idaho Code 39-118, construction plans & specifications prepared by a professional engineer are required for DEQ review and approval prior to construction if the proposed development is to be served by either a community drinking water or sewer system. DEQ requires that a water system serving 10 or more connections is constructed and operated in compliance with IDAPA 58.01.08, "Idaho Rules for Public Drinking Water Systems."

Air Quality

New emission sources are generally required to follow applicable regulations for permitting or exempting new sources. These are outlined in the Rules for the control of Air Pollution in Idaho.

Of particular concern is IDAPA 58.01.01.200-228 which establishes uniform procedures and requirements for the issuance of "Permits to Construct".

Sections 58.01.01.220-223 specifically may be used by owners or operators to exempt certain sources from the requirements to obtain a permit to construct.

Land development projects are generally required to follow applicable regulations outlined in the Rules for the control of Air Pollution in Idaho. Of particular concern is IDAPA 58.01.01.650 and 651 Rules for Control of Fugitive Dust.

Section 650 states, "The purpose of sections 650 through 651 is to require that all reasonable precautions be taken to prevent the generation of fugitive dust."

Section 651 states "All reasonable precautions shall be taken to prevent particulate matter from becoming airborne. In determining what is reasonable, consideration will be given to factors such as the proximity of dust emitting operations to human habitations and/or activities and atmospheric conditions which might affect the movement of particulate matter. Some of the reasonable precautions may include, but are not limited to, the following:

01. Use of Water or Chemicals. Use, where practical, of water or chemicals for control of dust in the demolition of existing building or structures, construction operations, the grading of roads, or the clearing of land.

02. Application of Dust Suppressants. Application, where practical of asphalt, oil, water, or suitable chemicals to, or covering of dirt roads, materials stockpiles, and other surfaces which can create dust.

03. Use of Control Equipment. Installation and use, where practical, of hoods, fans and fabric filters or equivalent systems to enclose and vent the handling of dusty materials. Adequate containment methods should be employed during sandblasting or other operations.

04. Covering of Trucks. Covering, when practical, open bodied trucks transporting materials likely to give rise to airborne dusts.

05. Paving. Paving of roadways and their maintenance in a clean condition, where practical.

06. Removal of Materials. Prompt removal of earth or other stored materials from streets, where practical.”

Surface Water Quality

Land disturbance activities associated with development (i.e. - road building, stream crossings, land clearing) have the potential to impact water quality and riparian habitat.

If this project will ultimately disturb one or more acres and there is a possibility of discharging stormwater or site dewatering water to Surface Waters of the United States, the operator may need to submit a Notice of Intent (NOI) for coverage under the Idaho Pollutant Discharge Elimination System (IPDES) 2022 Construction General Permit (CGP). NOIs can be submitted via the IPDES E-Permitting System (<https://www2.deq.idaho.gov/water/IPDES/>). The 2022 IPDES CGP requires a Storm Water Pollution Prevention Plan (SWPPP), implementation of Best Management Practices (BMPs) to reduce the sediment and other pollutants discharged and requires regular site inspections by persons trained and knowledgeable about erosion, sediment control, and pollution prevention.

Site contractors should remove equipment and machinery from the vicinity of the waterway to an upland location prior to any refueling, repair, or maintenance. After construction is completed, disturbed riparian areas should be re-vegetated.

Waste Management - Hazardous Material - Petroleum Storage

With the increasing population in southeast Idaho, to ensure sufficient solid waste capacity and service availability. It is recommended that subdivision developers be instructed to contact the appropriate solid waste collection provider and landfill for solid waste disposal coordination.

Accidental surface spills of hazardous material products and petroleum hydrocarbon products (i.e., fuel, oil, and other chemicals) are most associated with the transportation and delivery to work sites or facilities. The following Idaho, storage, release, reporting and corrective action regulations may be applicable:

- Hazardous and Deleterious Material Storage IDAPA 58.01.02.800
- Hazardous Material Spills, IDAPA 58.01.02.850
- Rules and Standards for Hazardous Waste IDAPA 58.01.05
- Petroleum Release Reporting, Investigation and Confirmation IDAPA 58.01.02 .851
- Petroleum Release Response and Corrective Action IDAPA 58.01.02.852

Please note, The Idaho Release, Reporting and Corrective Action Regulations, IDAPA 58.01.02.851; require notification within 24 hours of any spill of petroleum product greater than 25 gallons and notification for the

release of lesser amounts if they cannot be cleaned up within twenty-four (24) hours. The cleanup requirements for petroleum are also contained in these regulations.

For reporting requirements of hazardous substances please see Idaho Statute Title 39 Chapter 7, Hazardous Substance Emergency Response Act including section 39-7108 Notification of Release is Required.

BINGHAM COUNTY

PLANNING & DEVELOPMENT SERVICES

To: Government Agency
Bingham County Public Works

January 13, 2023

NOTICE IS HEREBY GIVEN that the Bingham County Planning & Zoning Commission will hold a Public Hearing on **February 8, 2023** in Courtroom #1, Bingham County Courthouse, 501 N. Maple, Blackfoot, Idaho. The meeting will start at 7:00 pm or as soon as it may be heard.

PARRIS SUBDIVISION, 1 LOT SUBDIVISION (ACTION ITEM: RECOMMENDATION) A proposal from Alejandra Margarita Parris to develop a 1-lot Subdivision, to be known as "Parris Subdivision," on approx. 1.31 acres (currently a non-buildable parcel created without a division right), in a "R/A" Residential/Agriculture Zoning District. The parcel is located along the North Right-of-Way of 250 N Jacobson Lane, approximately half a mile Southwest of Highway 26 and Northwest of Moreland Park Ponds. The proposed 1-Lot Subdivision will have an individual well for culinary purposes, a private septic sewer system and drain field, with irrigation water rights assessed by the Aberdeen-Springfield Canal Company delivered through an existing irrigation ditch that runs along the North boundary of the property. The parcel is proposed to have direct access to the existing County Road, 250 N Jacobson Lane. The Comprehensive Plan Map has this area identified as Agriculture.

Approx. Location: 772 W 250 N, Blackfoot, ID 83221, Parcel No. RP0185906 Township 2S, Range 34E, Section 23, zoned Residential/Agriculture, consisting of approx. 1.31 acres

PLEASE EMAIL COMMENTS AND/OR QUESTIONS TO THE BINGHAM COUNTY PLANNING & DEVELOPMENT DEPARTMENT AT planningtestimony@binghamid.gov AS SOON AS POSSIBLE AND NO LATER THAN JANUARY 23, 2023. THANK YOU.

Jacobsen Lane is a local and the speed limit is not posted. the required spacing between driveway approaches is 65 ft.

BINGHAM COUNTY
PLANNING & DEVELOPMENT SERVICES

To: Government Agency
Bingham County Treasurer

January 13, 2023

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2022 taxes are paid in full.
if the plat is recorded after
4-15-23 the 2023 taxes will need
to be prepaid in full.

Bernarda M.

Mariela Mejia

From: PlanningTestimony
To: Spencer Larsen
Subject: Parris Subdivision

From: Spencer Larsen <spudpharmer@yahoo.com>
Sent: Thursday, March 2, 2023 7:59 AM
To: PlanningTestimony <planningtestimony@binghamid.gov>
Subject: Parris Subdivision

The Parris Subdivision would lie in the service area of the People's Canal and has historically been irrigated from our canal system. However, the current owner does not own any shares with our company. They will need to obtain shares from the previous owner or make arrangement to use some of their shares for irrigation water.

Spencer Larsen
Manager.