

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

APPLICATION OF: 1st Amended Replat of Teeples-Bergeson Riverview Acres to be known as Brent Dew Subdivision, a 2-lot Subdivision in a “R” Residential Zoning District
PROPERTY OWNER: Frederick D. Beasley
REPRESENTATIVE: Terry Fowler

A. **REQUESTED ACTION:** A proposal from Fredrick Beasley to develop the 1st Amended Replat of Teeples Bergeson Riverview Acres to be known as the “Brent Dew Subdivision,” consisting of 2 Lots, on approx. 1.5 acres, in a “R” Residential Zoning District. Lot 1 would consist of 0.68 acres and is proposing a new individual septic system and a shared connection for culinary water with the already existing culinary well system on Lot 2 (through an Easement and Shared Well Agreement to be recorded with the Bingham County Clerk’s Office.) Lot 2 would be 0.81 acres in size, featuring an existing home, individual well and individual septic system. Both Lots would have surface irrigation water rights from Wearyrick Ditch Co., with delivery through an existing ditch along the East and South property boundary which would be buried. Lot 1 is proposing direct access to Highway 39 via an existing unrestrictive approach approved by the Idaho Transportation Department (ITD). Lot 2 is proposing direct access to Highway 39 via an existing residential approach approved by ITD. The existing residential approach, on Lot 2 was later developed into a circular driveway which was not approved by ITD. Therefore, the portion of the circular driveway to the East must be removed and returned to its original approved state. Lot 2 also has an existing farm approach to the East of the existing home which was approved by ITD but for farm access only (and not for residential purposes). The Comprehensive Plan Map has this parcel identified as Multi-Use. **(A-1 Application, A-2 Narrative, A-3 Preliminary Plat Map and A-8 Approach Verification)**

B. GENERAL BACKGROUND:

1. Approx. Location: 619 W Highway 39, Blackfoot, ID 83221, Parcel No. RP8039600, Township 3S, Range 34E, Section 1, consisting of approx. 1.50 acres. **(A-1 Application, A-4 Legal Description, S-2 Parcel Map & S-6 Aerial Map)**
2. Surrounding land uses are “R” Residential to the East, South and West as well as “R/A” Residential/Agriculture and “C2” Heavy Commercial to the North. **(S-3 Zoning Map)**
3. The Comprehensive Plan adopted November 20, 2018 has this parcel identified as Multi-Use. **(Comp Plan 11-20-2018, S-4 Comp 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 the Flood Plain. **(S-8 Area of Impact Map & S-5 Flood Plain Map)**
6. This property is not within the Nitrate Priority Area. **(S-11 Nitrate Priority Map)**
7. Highway 39 has a Functional Classification of Principal Arterial according to Bingham County Road Standards. **(S-2 Parcel Map)**
8. Nearby Subdivisions include: To the East, Twitchell Subdivision (17 lots, 0.85 – 2 acres), Westside Estates (22 lots, 1 – 1.33 acres), Deer Meadows Subdivision, Divisions 1 and 2 (65 lots, 1 – 2.52 acres), Sunset Subdivision (19 lots, 0.29 – 0.5 acres) and Idaho Science and Technology Charter School. To the South, Teeples Bergeson Riverview Subdivision (31 lots, 1.2 – 2.69 acres) and Daniel & Lori Jarmin Acreage (2 lots, 3.02 and 9.12 acres). To the West, Riverside Estates (31 lots, 0.31 – 0.64 acres), Silver Leaf Subdivision, Divisions 1-4 (41 lots, 1 – 3.68 acres), Rodriguez Estates (11 lots, 0.37 – 0.92 acres) and Riverside Townsite. **(S-7 Subdivision Map)**

C. MEETING NOTICE AND INFORMATION:

1. The Planning & Development Department received the Application for Subdivision Plat on January 25, 2023. 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 February 8, 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 14 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 Treasurers Office stated the second half of 2022's taxes will need to be paid in full prior to the Treasurer signing the plat. If the plat is recorded after 4/15/2023, 2023's taxes will need to be prepaid in full.

(T-2) Gwen Inskeep, Bingham County Surveyor, had the following comments:

- Show all line types in legend, the location of proposed cluster mailbox
- Show jog in Right-of-Way at stations 60+77 and 60+82 per State Plans S-1721(5)
- List intended use
- Note power line easement per Inst. No. 55459 and show location of easement per Inst. No. 124370

- Provide approach permit approval for added approach to existing house
- Provide verification ITD approves approach at approx. 60+45
- Remove or provide ITD approach permit for the newest access, being the 3rd access from the westerly property line.

(T-3) Allan Johnson, Regional Engineering Manager with Idaho Department of Environmental Quality, provided general land development recommendations as shown in his response.

(T-4) GWSD Board Chairman had the following comments:

- GWSD has an existing pressure sewer line available at the Hwy 39 frontage to the proposed sites.
- GWSD does not have a water line connection available within reasonable proximity to the property.

(T-5) Verl Jarvie, Fire Marshall, had no issues with the Application.

(T-6) Eric Staats, Idaho Transportation Department, stated here are three (3) deeded approaches as shown on the associated replat - 1 "unrestricted" approach; 1 "residential" approach; and 1 "farm" approach. Each of these approaches is documented/permitted in the warranty deed indicated as instrument number 124367, associated with ITD historic Project No. S-1721(5). (an excerpt from the Warranty Deed reference was included in his response)

These approaches would be classified under the following categories of the Idaho Administrative Procedure Act (IDAPA) 39.03.42:

"unrestricted approach" = 39.03.42.010.56 Private Approach - Every privately owned traveled way that is used for ingress to and egress from the highway right-of-way and an abutting property.

"residential approach" = 39.03.42.010.56 Private Approach - Every privately owned traveled way that is used for ingress to and egress from the highway right-of-way and an abutting property.

"farm approach" = 39.03.42.010.35 Field Approach - An approach that serves only nonresidential agricultural property, including farmyards.

It would appear that there is an additional unauthorized encroachment that has been constructed to the east of the permitted approach at Sta. 62+01 Rt. An unauthorized encroachment is defined by IDAPA 39.03.42.010.84 as, "Any encroachment that has been placed, modified, or maintained, or removed within the highway right-of-way without authorization by the Department."

Per IDAPA (aka Idaho Administrative Code), ITD retains the authority to issue all encroachment permits on the State Highway System and encroachment permits approved by the Department are required for private and public approaches (driveways and streets), utilities and other miscellaneous encroachments. To help preserve the highways as constructed and provide responsible growth where allowed, any *individual*, business, or other entity planning to *add, modify, change use*, relocate, maintain, or remove an encroachment on the state highway or use highway right-of-way for any purpose other than normal travel, shall obtain a permit to use state highway right-of-way.

(T-6) Bingham County Sheriff's Office had no comments or concerns.

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

D. Residential (R): The purpose of the R Zone is to preserve desirable residential neighborhood characteristics and to prevent overcrowding of the land while encouraging the development of areas which are best suited for residential purposes that have:

1. Close proximity to existing Town sites or which are contiguous to another R or R/A Zone.
2. Lot size compatible with existing lot sizes in immediate vicinity.
3. Accessibility of Municipal services or the possibility of extension of services in the foreseeable future.
4. Compatibility with existing uses in the immediate vicinity.
5. Protection from incompatible uses.
6. Adequate service by roadways.

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

10-6-3: SETBACK FROM ROAD RIGHT-OF-WAY OR FRONT PROPERTY LINE:

The following setback distances shall apply to all permitted uses:

	From ROW	ROW Minimum Width
State Highway - Arterial (Hwy. 39)	50 feet	100 feet
Local (615 W Glenbert Drive)	30 feet	50 feet

C. Road designation classifications and minimum road rights-of-way are subject to change and shall be set by the Bingham County Public Works Department as approved by the Board and delineated in the Official Functional Classification Map.

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:
 - 2. R Zone: One-half (1/2) acre with well or septic coupled with an appropriate shared community water or septic system.

10-6-7: FRONTAGE REGULATIONS

- B. All new lots, tracts, or parcels of land created after the effective date hereof within subdivisions with lots of less than one acre or the platted Town sites of Goshen, Groveland, Moreland, Pingree, Riverside, Rockford, Springfield, Sterling, Thomas, Wapello, and Woodville 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 seventy five feet (75') on said roadway or easement.

CHAPTER 14
SUBDIVISION REGULATIONS

10-14-12: MODIFICATIONS TO RECORDED PLAT:

- A. Modified lots in a previously platted subdivision shall not be recognized as buildable unless they are recorded on an approved amended plat.
- B. All amendments to a recorded plat involving: public rights-of-way or easements, vacations of plats and dedications of rights-of-way to public use, replats or amendments of easements granted for gas, sewer, water, telephone, cable television, power, drainage, and slope purposes shall be governed by the provisions of Idaho Code title 30.

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: 1st Amended Replat of Teeples-Bergeson Riverview Acres to be known as the "Brent Dew 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 S-6 Aerial Map)*
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 is Residential and the surrounding land uses are Residential, Residential/Agriculture and Heavy Commercial. (S-3 Zoning Map)*
9. The approximate acreage of the proposed subdivision and the number of proposed lots. *Staff Comments: Two (2) lots totaling Approx. 1.50 acres with lot sizes of 0.68 acres to 0.81 acres. (A-3 Plat Map)*
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 Map)*
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. Lot 1 is proposing direct access to Highway 39 via an existing unrestrictive approach approved by the Idaho Transportation Department (ITD). Lot 2 is proposing direct access to Highway 39 via an existing residential approach approved by ITD. The existing residential approach, on Lot 2 was later developed into a circular driveway which was not approved by ITD. Therefore, the portion of the circular driveway to the East must be removed and returned to its original approved state. Lot 2 also has an existing farm approach to the East of the existing home which was approved by ITD but for farm access only (and not for residential purposes). (A-8 Approach Verification)

12. Appropriate details for any special development areas in the proposed plat, such as hillside, planned unit development, floodplain, nitrogen priority area as defined by IDEQ, large scale development or any other pertinent features, areas or types of development. *Staff Comments: Not applicable.*

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 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 Plat. (A-3 Plat Map, 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, Groveland Water and Sewer District's Pressure Sanitary Sewer Line runs in the Right-of-Way of Highway 39 adjacent to the existent property. The existing Community Culinary Water System for Riverview Acres does not serve this property; however, the main line runs along 615 W Glenbert Dr. which is adjacent to the East. The exact location of the water line has not been located at this time. A Cost Estimate for connections, if required, was provided along with the Application. The estimated cost for the installation of a lift station and connection fee to receive service from the Groveland Water and Sewer District's pressurized line is \$16,641. The estimated cost for the installation of waterline, a flush valve, and upgraded pump for connection to the existing Riverview Acres Culinary Water System is \$26,000. A rendering of the potential location of a lift station and waterline that would be necessary to facilitate connections is also included in the Application packet, produced by HLE. The Applicant is not proposing connections to the Groveland Water and Sewer District nor Riverview Acres existing culinary Water System, but rather requesting an individual private sanitary sewer septic system and drain field for Lot 1 (as one already existing on Lot 2) with a shared existing culinary well between Lot 1 and Lot 2, on Lot 2. (A-9 Water and Wastewater Proposed Location and A-11 Wastewater and Culinary Cost Estimate)*

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 developer is proposing Lot 1 will share the existing culinary well on Lot 2 through an Easement and Shared Well Agreement. Lot 2 has an existing home and receives culinary water from an individual culinary well, which has capacity for an additional connection to be verified by Idaho Department of Water Resources. (A-9 Water and Wastewater Proposed Location and A-11 Wastewater System Connection and Culinary Water System Cost Estimate)*

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: Not applicable. The developer is proposing Lot 1 will have a new individual sanitary sewer septic system. Lot 2 has an existing home with an existing individual septic system and drain field. (A-2 Narrative and A-9 Water and Wastewater Proposed Location)*

19. All proposed easements will be shown on the plat, including location, width and use. *Staff Comments: Included on the Plat. Bingham County Surveyor, Gwen Inskeep, noted that an existing powerline easement is not depicted and will need to be added.*

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 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: Lots will have surface irrigation water rights though Wearyrick Ditch Company with a delivery through an existing ditch along the East and South property boundary which will be piped and buried through Lot 2 for approx. 100 – 150 feet, and the point of diversion for Lot 1 would remain in the same location where it currently enters Lot 1. Perry Butt, President of Wearyrick Ditch, signed a Memo confirming that the Wearyrick Ditch has no authority past the head gate at the main canal and has no problem with this proposal. Additionally, Certificates of Water Shares in the Wearywick Ditch are included in the Applicant's submission. (A-2 Narrative, A-3 Plat and A-10 Verification from Wearyrick Ditch Co)*

22. A preliminary stormwater drainage plan. *Staff Comments: Proposed to be contained on each 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 Plat 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 individual sanitary sewer systems and drain fields. (A-11 Wastewater and Culinary Water Cost Estimate)*

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 Plat as a shared culinary well between Lots 1 and 2. The proposed shared well currently exists on Lot 2. (A-11 Wastewater and Culinary Water Cost Estimate)*

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 each individual 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: Lots will have irrigation water rights assessed by Wearyrick Ditch Company with delivery through an existing ditch along the East and South of property boundary. (A-10 Verification from Wearyrick Ditch Co)*

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. *The Wearyrick Ditch Company acknowledges that Mr. Beasley has the sole right to bury and pipe the private irrigation lateral that serves the property located at 619 W Highway 39 for the last approximate 100 – 150 feet at his own expense as the Wearyrick Ditch has no authority past the head gate of the main canal. (A-10 Verification from Wearyrick Ditch Co)*

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

MULTI-USE AREA

A multi-use area is established in locations that have traditionally and historically had mixed uses. A multi-use area designation does not change the underlying zoning of the given area but rather allows for any type of zoning in the area that may be in conflict with existing uses, albeit, with restrictions. In a multi-use area, contiguous zone change requests (conforming to a same neighboring zone) may use the regular zone change provisions of Chapter 15 in the Zoning Ordinance. However, conflicting zone change requests (spot zoning, or nonconforming neighboring zones) will require using the conditional zone change provisions of Chapter 15 but may require limits on specific use types allowed, appropriate buffer areas, or any other such efforts in order to mitigate existing issues of neighboring, incompatible uses.

**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 on the premises, 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 2-lot Subdivision to be known as “Brent Dew 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 Fredrick D. Beasley for the 1st Amended Replat of Teeples-Bergeson Riverview Acres Subdivision creating a 2-lot Subdivision to be known as “Brent Dew Subdivision” in a “R” Residential Zone with a shared culinary well to have an easement and shared well agreement, 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 Fredrick D. Beasley for the 1st Amended Replat of Teeples-Bergeson Riverview Acres Subdivision creating a 2-lot Subdivision to be known as “Brent Dew Subdivision” in a “R” Residential Zone with a shared culinary well to have an easement and shared well agreement, 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 #203, Blackfoot, ID 83221
Phone: (208) 782-3178 Fax: (208) 782-3868

File No. 3154

Application Date 1/25/23

APPLICATION FOR SUBDIVISION PLAT

SUBDIVISION NAME: Brent Dew

Property Owner(s) Name: Fredrick D. Beasley Phone: 2082430156

Address: 619 W HWY 39 City/Zip: Blackfoot 83221

Property Owner Email: _____ Developer Email: _____

Developer Name Terry Fowler Phone: 2085201527

Address 134 N 150 W City/Zip Blackfoot 83221

Location and Legal Description

Township Range Section Acreage 1.50 Proposed # of Lots 2

NOTE: ATTACH "RECORDED" DEED

Existing Zone

Submit:

Completed Application

Narrative: on a separate sheet of paper
Identifying existing use,
Intended use of subdivision,
Evaluating effects of proposed Subdivision on adjoining property,
General compatibility with other properties and uses.
Compliance with the Comprehensive Plan

Subdivision Guarantee Policy from Title Company

Three (3) soft copies of proposed Subdivision Plat: on 24" x 36" and one (1) on 11" x 17"

Fees

Application Fees:

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

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



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

<p>NAMES/ADDRESSES</p> <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 checked="" 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 checked="" type="checkbox"/> Highways and/or Current Streets</p> <p><input checked="" type="checkbox"/> Right-of-Ways, Easements & Widths</p> <p><input checked="" 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 type="checkbox"/> Type of Water/Septic System</p> <p><input type="checkbox"/> Approval from the Health Dept</p> <p><input 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: Terry Fowler

Property Owner Signature: [Signature] Date: 1/25/23

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):

Signature: [Signature] Date: 1/25/23

Signature: _____ Date: _____



FOR: Terry Fowler
JOB No. 22-182
DATE: 1/25/2023
BY: SJ

SUBDIVISION NARRATIVE

This proposed 2 Lot Subdivision is a Re-Plat of Lot 1 of the Teeples – Bergeson Riverview Acres, as recorded in Inst. No. 50282. It is located along the South side of Highway 39 at the intersection of 615 W, Glenbert Drive, just East of Riverside. It is an existing Residential Lot with one single family residence on 1.50 acres. It has undeveloped acreage on the West side of the existing residence that can be utilized as an additional residential lot that would be 0.68 acres. This would leave 0.81 acres on the Lot with the existing House. The current, Bingham County Zoning, is Residential. The County's Comprehensive Plan map shows it planned as multi-Use. The surrounding properties are zoned, Residential on the South side of the Highway and Residential Agriculture along with some Commercial C2 zoning on the North side of the Highway.

For access to public roadways, it is proposed that the Lots would have direct access to Highway 39 through 2, existing, ITD, permitted, approaches. With the existing approaches being utilized, there will not be any new approaches to Highway 39.

The surrounding properties are all Residential along the South side of the Highway. The Townsite of Riverside is just a half mile to the West. The City of Blackfoot is about 2 ½ miles to the East.

For Culinary Water supply, it is proposed that the existing culinary well be shared through an easement and water users agreement to supply both lots.

For Sanitary Sewer services, it is proposed that the Lot with existing Home and Sanitary Drain Field be retained, and the New Lot shall have a new individual sanitary sewer septic system and drain field.

For Irrigation, it is proposed that the existing surface irrigation water be utilized through the existing irrigation ditch that flows along the East and South sides of the property. It is proposed that the open ditch be piped and buried through Lot 2 and the point of diversion for Lot 1 to remain in the same location where it currently enters Lot 1. Assessments will continue as currently allocated through the Wearyrick Ditch Company.

BRENT DEW
A REPLAT OF LOT 1 OF TEEPLES BERGESON RIVERVIEW ACRES
PART OF THE NE 1/4 OF SECTION 1, T. 3 S., R. 34 E.B.M.
BINGHAM COUNTY, IDAHO

OWNER'S DEDICATION

Know all men by these present that the undersigned owner of the land described as:

Part of Lot 1 of Teeple's - Bergeson Riverview Acres, Recorded as Inst. No. 50282, located in the NE 1/4 corner of Section 1, Township 3 South, Range 34 East of the Boise Meridian, described as:

Commencing at the NE corner of said Section 1; Thence N 89°34'45" W 1311.51 feet along the North line of said Section 1; Thence S 0°25'15" W 80.93 feet, to a point on a curve, on the South Right of Way of Highway 39 as shown on Federal Aid Project No. S-1721 (5) and the Point of Beginning; Thence along said Right of Way, the following Three, (4) courses: (1) Thence Easterly, 129.07 feet, along said curve to the left Curve Datas: Delta: 00° 07' 44". Radius: 57350.78 feet, chord bearing S 89° 32' 46" E 129.07 feet, to a Brass Cap Right of Way Monument, Sta. 60+34.84, 55 feet Right. (2) Thence, S 69° 36' 38" E 285.17 feet, to a Brass Cap Right of Way Monument, Sta. 63+00.50 feet Right; (3) Thence, S 87° 59' 26" E 176.86 feet, to a Brass Cap Right of Way Monument, Sta. 60+34.84, 60 feet Right; (4) Thence, S 89° 36' 38" E 0.92 feet, Thence, S 37° 20' 10" W 155.16 feet, Thence, N 88° 23' 51" W 480.65 feet; Thence N 01° 16' 37" E 118.98 feet to the Point of Beginning. Contains 1.50 acres, more, or less.

Have caused the same to be subdivided into lots and a block; and do hereby warrant and save the county of Bingham, harmless from any existing easements or encumbrances. It is the intention of the owner to include all of the land described in the boundary description in the plat. The location and dimensions of the lots and block are to be as shown on the accompanying map of the property. The easements shown, are not dedicated to the public, but the right to use said easements is hereby perpetually reserved to the public for public utilities, roadway slopes and drainage or 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 have culinary service from a shared well, located on Lot 2 through the platted easement and a culinary water users agreement. In compliance with the disclosure requirements of Idaho code 31-3805(2), Lots will have surface irrigation water rights through Wenayick Ditch Company. Delivery will be through the existing ditch along the east and south property boundary and assessments and management will be managed by a Home Owners Association.

In witness whereof I as the owner do hereunto set my hand.

 Fredrick D Beasley

 Mandi N Beasley

TREASURERS CERTIFICATE

I the undersigned County Treasurer in and for the County of BINGHAM, State of Idaho, per the requirements of Idaho Code 50-1308, do hereby certify that all 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 _____

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

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

RECORDER'S CERTIFICATE

The purpose of this survey is to subdivide Lot 1 of Teeple's - Bergeson Riverview Acres, into 2 Lots. Teeple's - Bergeson Riverview Acres has a 30' mis-closure error. The West line of Lot 1, Block 1 was established from a found pipe at the SW corner of said subdivision and running parallel to the East line of Lazy OK Development and using the calculations from Record of Survey Inst. No. 738991. The North line was established using found right of way monuments along the South Right of Way line of FAP Project S-1721(5). Plat distances were held from the SW corner of said subdivision to Establish the Southerly Boundary. No original monuments were found from the original subdivision plat.

The basis of bearings for this survey is N 89°34'45 W between the NE corner of Section 1 and the N&W corner of Section 1.

Survey References

- Deed Inst. No. 329692, 501203, 677974, 733426
- ROS Inst. No. 725592, 738991
- CP&F Inst. No. 313235, 623486, 623487
- Teeple's - Bergeson Riverview Acres Inst. No. 50282
- Teeple's - Bergeson Riverview Acres Division No. 2, Inst. No. 62239
- Book 4 Page 33 (Plats), Lazy OK Development Inst. No. 168221
- Highway Plans: FAP S-1721(5)

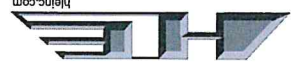
SURVEYOR'S CERTIFICATE

I Chns 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 boundary description and that the plat upon which this certification appears 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 _____

CIVIL & STRUCTURAL ENGINEERING
 MATERIALS TESTING & LAND SURVEYING
 101 S. Park Avenue, Idaho Falls, ID 83402, (208) 524-0212
 800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
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CONTRACT DESCRIPTION	DATE
SI	HLE
LAJ NO	2022-08
DATE	February 7, 2023
REVISIONS	DATE

PLAT
 BRENT DEW
 SEC. 1, T. 3 S., R. 34 E.B.M.
 BINGHAM COUNTY, IDAHO

SHEET NO. **2**
 OF **2** SHEETS



FOR: Terry Fowler
JOB No. 22-182
DATE: 1/25/2023
BY: SJ

LEGAL DESCRIPTION

Part of Lot 1 of Teeples - Bergeson Riverview Acres, Recorded as Inst. No. 50282, located in the NE $\frac{1}{4}$ corner of Section 1, Township 3 South, Range 34 East of the Boise Meridian, described as:
Commencing at the NE corner of said Section 1; Thence N $89^{\circ}34'45''$ W 1311.51 feet along the North line of said Section 1; Thence S $0^{\circ}25'15''$ W 80.93 feet, to a point on a curve, on the South Right of Way of Highway 39 as shown on Federal Aid Project No. S-1721 (5) and the Point of Beginning; Thence along said Right of Way, the following Three, (4) courses: (1) Thence Easterly, 129.07, feet, along said curve to the left Curve Data= Delta: $00^{\circ}07'44''$, Radius: 57350.78 feet, chord bearing S $89^{\circ}32'46''$ E 129.07 feet, to a Brass Cap Right of Way Monument, Sta. 60+34.84, 55 feet Right. (2) Thence, S $89^{\circ}36'38''$ E 265.17 feet, to a Brass Cap Right of Way Monument, Sta. 63+00, 50 feet Right; (3) Thence, S $87^{\circ}59'26''$ E 176.86 feet, to a Brass Cap Right of Way Monument, Sta. 60+34.84, 60 feet Right; (4) Thence, S $89^{\circ}36'38''$ E 0.92 feet; Thence, S $37^{\circ}20'10''$ W 155.16 feet; Thence, N $88^{\circ}23'51''$ W 480.65 feet; Thence N $01^{\circ}16'37''$ E 118.98 feet to the Point of Beginning.

Contains 1.50 acres, more, or less.



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

October 21, 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

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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

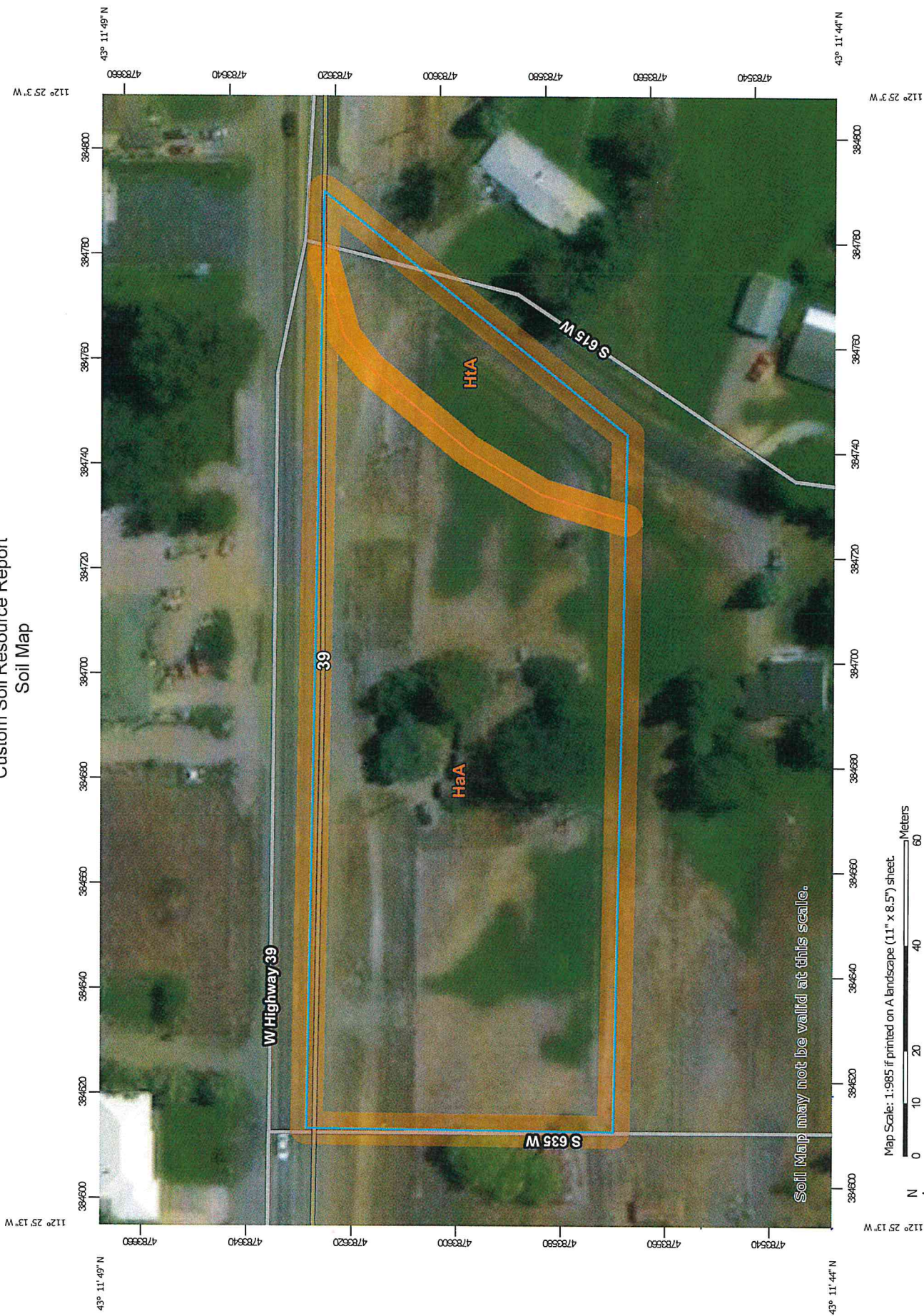
Custom Soil Resource Report

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



Soil Map may not be valid at this scale.

Map Scale: 1:985 if printed on A landscape (11" x 8.5") 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
- Water Features**
 - Streams and Canals
- Transportation**
 - Rails
 - 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: Oct 29, 2014—Nov 7, 2016

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
HaA	Hayeston sandy loam, 0 to 2 percent slopes	1.9	84.6%
HtA	Heiseton loam, 0 to 2 percent slopes	0.3	15.4%
Totals for Area of Interest		2.3	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,

Custom Soil Resource Report

onsite investigation is needed to define and locate the soils and miscellaneous areas.

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

HaA—Hayeston sandy loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2p5g
Elevation: 4,200 to 6,100 feet
Mean annual precipitation: 8 to 13 inches
Mean annual air temperature: 39 to 45 degrees F
Frost-free period: 80 to 126 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Hayeston and similar soils: 80 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hayeston

Setting

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

Typical profile

Ap - 0 to 9 inches: sandy loam
C1 - 9 to 30 inches: sandy loam
2C2 - 30 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): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 8.0
Available water supply, 0 to 60 inches: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: A
Ecological site: R011XY002ID - Saline Bottom 8-12 PZ
Hydric soil rating: No

HtA—Heiseton loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2p5m
Elevation: 4,200 to 5,900 feet
Mean annual precipitation: 8 to 13 inches
Mean annual air temperature: 39 to 46 degrees F
Frost-free period: 80 to 125 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Heiseton and similar soils: 80 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Heiseton

Setting

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

Typical profile

A - 0 to 8 inches: loam
C1 - 8 to 38 inches: fine sandy loam
C2 - 38 to 45 inches: silt loam
2C3 - 45 to 65 inches: very gravelly coarse sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: About 48 to 72 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)
Sodium adsorption ratio, maximum: 8.0
Available water supply, 0 to 60 inches: Moderate (about 7.3 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: A
Ecological site: R011XB001ID - Loamy 8-12 PZ
Hydric soil rating: No

Custom Soil Resource Report

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Custom Soil Resource Report

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Guarantee

SG - SG-8015748

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 through the Office of:
Alliance Title & Escrow, LLC
246 W Pacific St., Ste. A, PO Box 1007
Blackfoot, ID 83221
(208)785-4573

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Joy Denning

Authorized Signature

By

President

Attest

Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

**Exhibit
A-6**

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

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

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

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.

- (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.



OLD REPUBLIC

Subdivision Guarantee SCHEDULE A

ORDER No.: 624290

LIABILITY: \$1,000.00

FEE: \$215.00

GUARANTEE NO. SG-8015748

1. Name of Assured: HLE Inc.
2. Date of Guarantee: October 7, 2022

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):

See Attached Exhibit 'A'

A. Name of Proposed Subdivision Plat or Condominium Map:

1st Amended Riverview Acres Subdivision

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:

**Fredrick D Beasley
Spouse of Fredrick D Beasley (Idaho Homestead)
Canopy Mortgage, LLC
Mountain America Federal Credit Union**

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

1. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.
2. Levies and assessments of the Wearyrick Ditch Co , and the rights, powers and easements of said district as by law provided.
3. Easements, reservations, notes and/or dedications as shown on the official plat of [Teeples-Bergeson Riverview Acres](#).

4. Ditch, road and public utility easements as the same may exist over said premises.
5. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: July 17, 1957
Instrument No.: 54643
6. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: Idaho Power Company
Purpose: Power lines
Recorded: September 27, 1957
Instrument No.: 55459
Miscellaneous Book X
7. Negative easements, conditions, restrictions, and access rights contained in the deed to the State of Idaho.
Recorded: June 16, 1965
Instrument No.: [124367](#)
As follows: A 20 foot unrestrictive approach at Sta. 60+00 Rt. (South), said approach may be expanded to a maximum width of 40 feet but said expansion would be at grantors expense; A 20 foot residential approach at Sta. 62+01 Rt (South); A 20 foot farm approach at Sta. 63+50 Rt. (South)
8. Right of the State of Idaho to negative easement in deed to the State of Idaho recorded: June 16, 1966
Instrument No.: [124367](#)
As follows:
"Grantors agree that no building or structures except irrigation or drainage structures will be permitted to be constructed within 20 feet of the real property above described."

"Grantors convey unto the State the right to prohibit junkyards and outdoor advertising signs, displays and devices (in conformity with Public Law 89-285 and state and federal regulations pertaining thereto) on any of Grantor's remaining land within 1000 feet of the right of way or said project; except that advertising, relating to business conducted on any of the Grantor's remaining land may be utilized exclusively for said business."

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: State of Idaho, and its successors and assigns
Purpose: Constructing or installing thereon a pipe siphon and outlet box by the State of Idaho or its agents or contractors
Recorded: June 16, 1966
Instrument No.: [124370](#)
10. Notwithstanding Paragraph 4 of the covered risks of this policy, this policy does not insure against loss arising by reason of any lack of a right of access to and from the land resulting from the State of Idaho Department of Transportation exercising control over access from a state Highway.
11. A Deed of Trust to secure an indebtedness in the amount shown below.
Amount: \$176,739.00
Trustor/Grantor: Fredrick D Beasley, a married man as his sole and separate property
Trustee: Alliance Title & Escrow Corp.
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Canopy Mortgage, LLC
Dated: June 11, 2021
Recorded: June 11, 2021
Instrument No.: [733477](#)
12. A Deed of Trust to secure an indebtedness in the amount shown below.
Amount: \$87,000.00
Trustor/Grantor: Fredrick D. Beasley, a married man as his sole and separate property
Trustee: First American Title Company
Beneficiary: Mountain America Federal Credit Union
Dated: July 20, 2022
Recorded: July 29, 2022
Instrument No.: [747822](#)

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.

Countersigned:

Joy Denning

Authorized Officer or Agent

Exhibit 'A'

Lot 1 of Teeples-Bergeson Riverview Acres, Bingham County, Idaho:

Excepting therefrom:

A parcel of land being on the Southerly side of the centerline of the Base Line Survey of State Highway No. 39, Project No. S-1721(5) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of Lot 1 of Teeples-Bergeson Riverview Acres, according to the plat thereof recorded in Book 4 of Plats, page 33, records of Bingham County, Idaho, described as follows, to-wit:

BEGINNING at the Northwest corner of Lot 1 of said Teeples-Bergeson Riverview Acres, Bingham County, Idaho;

Thence South 00°55'44" West (shown of record to be South 00°20' East) along the West line of said Lot 1 a distance of 53.0 feet, more or less, to a point in a line parallel with and 55.0 feet Southerly from the centerline of the Base Line Survey of said State Highway No. 39, Project No. S-1721(5) Highway Survey;

Thence along said parallel line as follows; Easterly along a 57,350.78 foot radius curve left 132.0 feet, more or less, to a point opposite Station 60+34.83 of said Base Line Survey, South 89°37'16" East 142.17 feet to a point opposite Station 61+77.0 of said Highway Survey;

Thence North 45°22'44" East leaving said parallel line 7.07 feet to a point in a line parallel with and 50.0 feet Southerly from the centerline and opposite Station 61+82.0 of said Base Line Survey;

Thence South 89°37'16" East along said last parallel line 118.0 feet to a point opposite Station 63+00.0 of said Highway Survey;

Thence South 88°00'04" East 176.86 feet to a point in the East line of said Lot 1 and bears South 00°22'44" West 60.0 feet from Station 64+76.79 of said Base Line Survey;

Thence Northeasterly (shown of record to be North 35°54' East) along said East line 70.0 feet, more or less, to the Northeast corner of said Lot 1;

Thence Westerly along the North line of said Lot 1 a distance of 608.7 feet to the PLACE OF BEGINNING.



Construction Search

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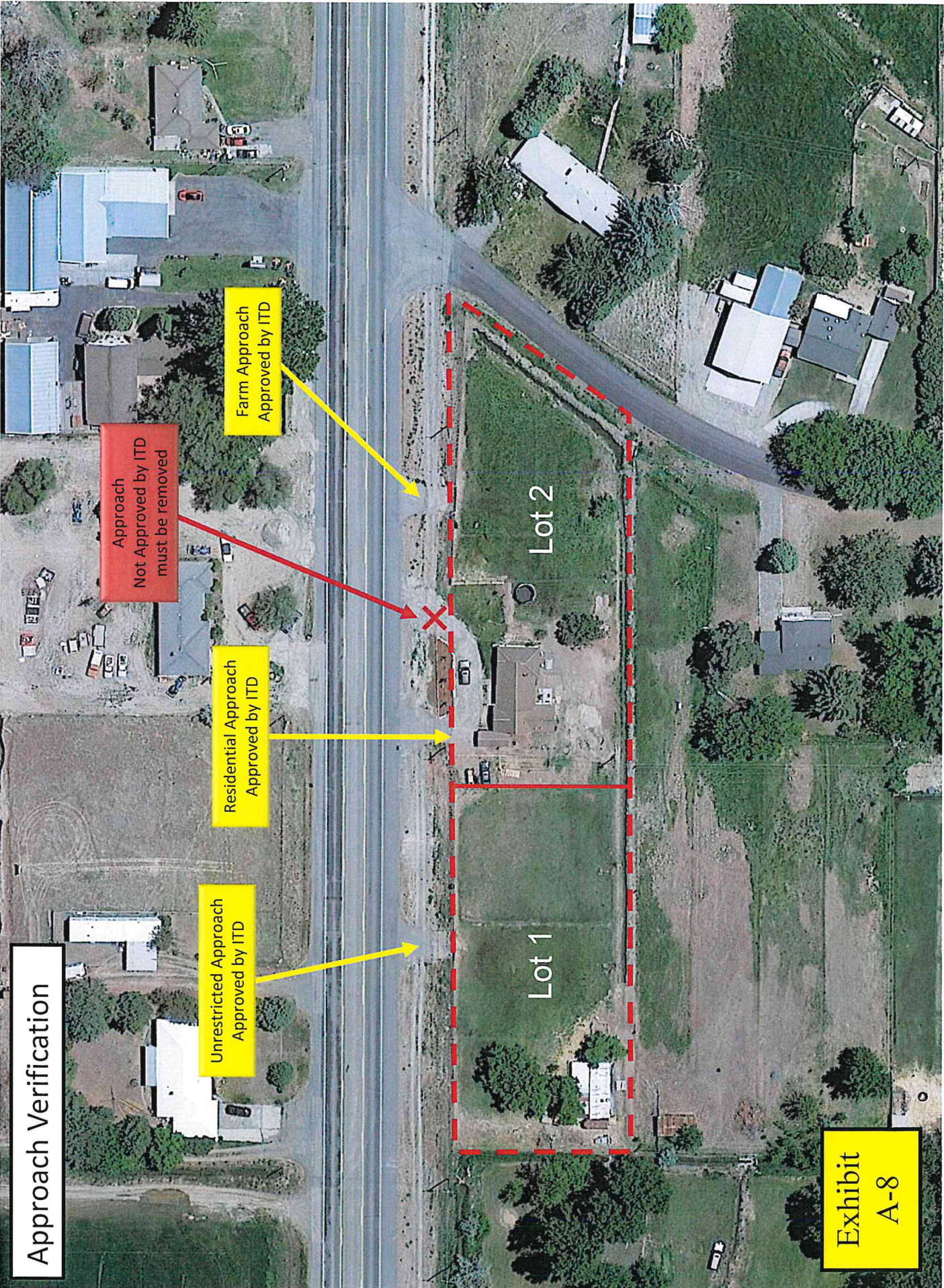
Click on column headers to sort displayed data...

Well Information Summary...20 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	LAZY OK(Owner/Operator)		4/6/1974	90		DOUG CUSHMAN DRILLING CO	03S	34E	1	NWNE						35	30
Well Log	TIMEPIECE HOMES(Owner/Operator)	D0087434	7/15/2021	100	24 SOUTH 635 WEST	INDEPENDENT DRILLING	03S	34E	1	SWNE				Domestic-Single Residence	6	50	38
Well Log	ROD ALBERTSON(Owner/Operator)	D0065547	7/17/2014	105	23 S 615 W	TETON WATER WORKS LLC	03S	34E	1	SENE				Domestic-Single Residence	6		50
Well Log	MIKE ANDERSON(Owner/Operator)	D0045599	12/15/2006	103	658 W 30 S	INDEPENDENT DRILLING	03S	34E	1	SENE	SILVERLEAF	3	1	Domestic-Single Residence	6	40	35
Well Log	MAY BOLATIS(Owner/Operator)		6/3/1961	34		A C MORRIS & SONS	03S	34E	1	SWNE							30
Well Log	SCOTT BRISCO(Owner/Operator)	D0081642	4/20/2020	105	4 S 600 W	VOLLMER WELL DRILLING	03S	34E	1	NENE				Domestic-Single Residence	6	0	37
Well Log	DENNIS CUMMINGS(Owner/Operator)		6/3/1997	105		JACK CUSHMAN DRILLING INC	03S	34E	1	SWNE					6	30	50
Well Log	ELDON C DAVIDSON(Owner/Operator)		5/19/1995	95		JACK CUSHMAN DRILLING INC	03S	34E	1	NWNE					6	35	35
Well Log	AMY DELANEY(Owner/Operator)	D0036105	4/5/2005	130	25 S 736 W	JACK CUSHMAN DRILLING INC	03S	34E	1	NWNE				Domestic-Single Residence	6	15	38
Well Log	WILLIAM GAY(Owner/Operator)		4/26/1977	76		DOUG CUSHMAN DRILLING CO	03S	34E	1	NENE						20	38
Well Log	FERRIN HUNT(Owner/Operator)		3/13/1992	80		JACK CUSHMAN DRILLING INC	03S	34E	1	SENE					6	30	40
Well Log	FERRIN HUNT(Owner/Operator)	D0059865	11/15/2011	105	20 S 600 W	INDEPENDENT DRILLING	03S	34E	1	SENE				Domestic-Single Residence	6		35
Well Log	ILA JOHNSTON(Owner/Operator), EUGENE JOHNSTON(Owner/Operator)			0		INDEPENDENT DRILLING	03S	34E	1	NWNE						0	0
Well Log	DON LEWIS(Owner/Operator)		4/21/1983	104		INDEPENDENT DRILLING	03S	34E	1	SENE						0	25
Well Log	HOWARD MITCHELL(Owner/Operator)	D0062838	4/2/2013	100	20 S 615 W	DANIEL DENNING DRILLING INC	03S	34E	1	NENE				Domestic-Single Residence	6	30	43
Well Log	KENDALL MURDOCK(Owner/Operator)	D0092340	6/30/2022	120	28 S 615 W	JAKE DENNING DRILLING INC	03S	34E	1	SENE				Domestic-Single Residence	6	50	40

Exhibit
A-7

Well Log	MARVIN OBENCHAIN(Owner/Operator)	4/6/1976	77		DOUG CUSHMAN DRILLING CO	03S 34E 1	NWNE		50	34
Well Log	KIM POOLE(Owner/Operator)	8/5/1993	80		INDEPENDENT DRILLING	03S 34E 1	NENE		6	50 35
Well Log	KIM POOLE(Owner/Operator)	D0081615	2/14/2020	100	600 W 12 S VOLLMER WELL DRILLING	03S 34E 1	NENE		6	0 47
Well Log	STAN STANTLIFF(Owner/Operator)		0		INDEPENDENT DRILLING	03S 34E 1	NENE	029	0	0
										Domestic- Single Residence



Approach Verification

Approach Not Approved by ITD must be removed

Residential Approach Approved by ITD

Unrestricted Approach Approved by ITD

Farm Approach Approved by ITD



Lot 2

Lot 1

Exhibit A-8

(R/W) DH-351 (Rev. 10/10/58)

WARRANTY DEED

124867

Parcel No. 13

KNOW ALL MEN BY THESE PRESENTS, THAT BYRD F. COLSON and A. ILEEN

COLSON, husband and wife,

of Blackfoot, County of Bingham, State of Idaho,
first parties, for and in consideration of One

----- Dollars, to them paid, receipt
whereof is acknowledged, have granted, bargained, sold and conveyed, and by these
presents do grant, bargain, sell and convey unto the State of Idaho, second party,
its successors and assigns forever, the following described parcel of land situated in
the County of Bingham, State of Idaho, to-wit:

A parcel of land being on the Southerly side of the centerline of
the Base Line Survey of State Highway No. 39, Project No. S-1721(5)
Highway Survey as shown on the plans thereof now on file in the
office of the Department of Highways of the State of Idaho, and
being a portion of Lot 1 of Teeple-Bergeson Riverview Acres,
according to the plat thereof recorded in Book 4 of Plats, page
33, records of Bingham County, Idaho, described as follows, to-wit:

Beginning at the Northwest corner of Lot 1 of said Teeple-Bergeson
Riverview Acres, Bingham County, Idaho; thence South 0°55'44" West
(shown of record to be South 0°20' East) along the West line of
said Lot 1 a distance of 53.0 feet, more or less, to a point in
a line parallel with and 55.0 feet Southerly from the centerline
of the Base Line Survey of said State Highway No. 39, Project No.
S-1721(5) Highway Survey; thence along said parallel line as fol-
lows; Easterly along a 57,350.78 foot radius curve left 132.0 feet,
more or less, to a point opposite Station 60+34.83 of said Base
Line Survey, South 89°37'16" East 142.17 feet to a point opposite
Station 61+77.0 of said Highway Survey; thence North 45°22'44"
East leaving said parallel line 7.07 feet to a point in a line
parallel with and 50.0 feet Southerly from the centerline and
opposite Station 61+82.0 of said Base Line Survey; thence South
89°37'16" East along said last parallel line 118.0 feet to a
point opposite Station 63+00.0 of said Highway Survey; thence
South 88°00'04" East 176.86 feet to a point in the East line
of said Lot 1 and bears South 0°22'44" West 60.0 feet from
Station 64+76.79 of said Base Line Survey; thence Northeasterly
(shown of record to be North 35°54' East) along said East line
70.0 feet, more or less, to the Northeast corner of said Lot 1;
thence Westerly along the North line of said Lot 1 a distance
of 608.7 feet to the PLACE OF BEGINNING.

Highway Station Reference: 59+09.15 to 65+14.65.

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The area above described contains approximately 0.658 acres.

The bearings as shown in the above land description, unless
otherwise noted, are from the Idaho Plane Coordinate System,
based on the transverse mercator projection for the East Zone
of Idaho. To convert to geodetic bearings, a correction of
0°10'36" must be subtracted from all Northeast and Southwest
bearings and added to all Northwest and Southeast bearings.

Note restrictive or negative easements herein.

said premises are free from all encumbrances and that they will war-
rant and defend the same from all claims whatsoever.

Grantors agree that no buildings or structures, except irrigation or drainage
structures, will be permitted to be constructed within 20 feet of the real property
above described.

Handwritten: B.F.C. P.C. A.C.

Grantors convey unto the State the right to prohibit junkyards and outdoor
advertising signs, displays and devices (in conformity with Public Law 89-285 and State
and Federal regulations pertaining thereto) on any of Grantors' remaining land within
1000 feet of the right of way of said project; except that advertising relating to
business conducted on any of the Grantors' remaining land may be permitted not closer
than 20 feet therefrom, but only on land utilized exclusively for said business.

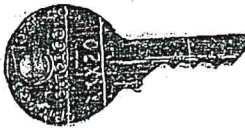
(R/W

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Highway Station reference: ----- to -----

The area above described contains approximately ----- acres,
----- acres of which is acknowledged to be a portion of a public road.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever.

And the said Grantors do hereby covenant to and with the said State of Idaho, by and through its State Highway Department, grantee, its successors and assigns, that they are the owners in Fee Simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all claims whatsoever.

Grantors agree that no buildings or structures, except irrigation or drainage structures, will be permitted to be constructed within 20 feet of the real property above described.

Grantors convey unto the State the right to prohibit junkyards and outdoor advertising signs, displays and devices (in conformity with Public Law 89-285 and State and Federal regulations pertaining thereto) on any of Grantors' remaining land within 1000 feet of the right of way of said project; except that advertising relating to business conducted on any of the Grantors' remaining land may be permitted not closer than 20 feet therefrom, but only on land utilized exclusively for said business.

Pat. A. C. P. C. A. C.

As a part of the consideration hereinabove stated, the Grantors bargain, sell, convey and relinquish to the Grantee all existing, future, or potential common law or statutory easements of access between the right of way of the public way identified as _____, and all of the contiguous remaining real property of the Grantors whether acquired by separate conveyances or otherwise, of which the real property covered by this instrument is a part, where said remaining real property abuts on the Southerly side of the said public way, except for: a 20' unrestricted approach at Sta. 60+00 Rt. (South), said approach may be expanded to a maximum width of 10' but said expansion would be at grantors expense; a 20' residential approach at Sta. 62+01 Rt. (South); a 20' farm approach at Sta. 63+50 Rt. (South).

*Project No. S-1721(5)

If, after written notice to desist, the Grantors, or any person holding under them shall use any of said rights of access, including crossings, for any purpose not stated for that particular place, or shall permit or suffer any person to do so, such right of access shall automatically be suspended. The Grantee shall thereupon have the right to close such place of access for all purposes. The suspension shall terminate when satisfactory assurance has been furnished the Grantee that the place of access will be used only for the purpose hereinabove stated; provided, however, that the Grantee may first require a bond with sureties satisfactory to the Grantee in an amount not in excess of \$1,000.00, conditioned upon faithful compliance with the above provisions concerning the use of access at said place. The Grantee's rights to close such place of access and require a bond shall be continuing as to each succeeding use for a purpose not herein stated.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the Grantors, their heirs and assigns.

IN WITNESS WHEREOF, We our hands and seals this 27th day of April, 1966.

STATE OF IDAHO }
County of Bingham } ss.

Byrd F. Colson (SEAL)
A. Ileen Colson (SEAL)

_____ (SEAL)

On this 27th day of April, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared Byrd F. Colson and A. Ileen Colson, husband and wife known to me to be the

(persons whose names are subscribed to the foregoing instrument, and acknowledged to me that 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.



James T. Bailey
Notary Public for Idaho
Residing at Pocatello, Idaho

124367

Instrument No. _____
WARRANTY DEED
TO THE STATE OF IDAHO
Dated: _____, 19____
STATE OF IDAHO } ss. JUN 16 AM 9 47
County of _____ }
I hereby certify that this instrument was filed for record at the request of _____
at _____ minutes past _____ M.,
this _____ day of _____
A.D. 19____, in my office and duly recorded in Book _____ of Deeds at Page _____
By _____ Ex-Officio Recorder
Deputy
Return to Department of Highways, Boise.



Google Earth

Imagery Date: 6/6/2021 43°11'44.70" N 112°25'06.53" W elev: 4466 ft eye alt: 5481 ft

Exhibit A-9

MEMO

February 13, 2023

Attn: Perry Butt, President of Wearyrick Ditch

Re: Private Lateral from Wearyrick Ditch

Dear Perry,

A private lateral diversion from the Wearyrick Ditch that serves Frederick Beasley's property at 619 W Hwy 39 exists. The small private lateral's last point of diversion is Mr. Beasley's homesite. This property is being proposed to be subdivided and Bingham County Planning and Zoning is requesting a letter from the Wearyrick Ditch Company to allow Mr. Beasley to bury and pipe the last approximate 100-150 foot of private irrigation ditch to allow the installation of a gravity sewer system in order to meet IDEQ setback distances. The portion of private irrigation ditch proposed to be buried and piped is on Mr. Beasley's property.

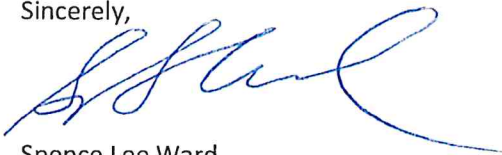
As President of the Wearyrick Ditch, do you agree that Mr. Beasley has the sole right to bury and pipe the above mentioned 100-150 feet of private irrigation ditch at his own expense. This action should not effect any other users.

The wearyrick Ditch has no Authority ~~over~~ Past The Head Gate at main Canal so we have no problem with Mr Beasley's proposal P.B.

If you agree with this memo, please provide your signature and date below.

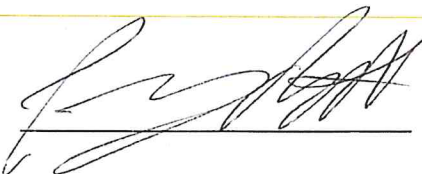
Thanks for your time and assistance with this matter.

Sincerely,



Spence Lee Ward

HLE, Inc.



Perry Butt, President of Wearyrick Ditch

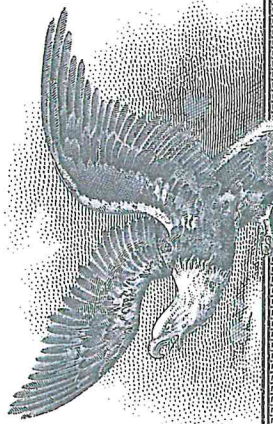
2-13-2023

Date

Exhibit
A-10

NUMBER
509

SHARES
4.6



WEARYRICK DITCH COMPANY

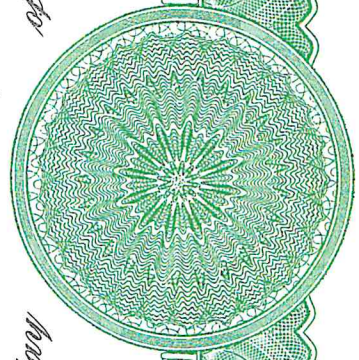
The Corporation is authorized to issue 5,000 Common Shares - Par Value \$2.00 per Share
INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO

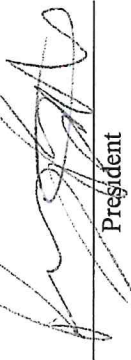
This Certificate Fredrick Beasley is the
registered holder of 4.6 (Four point six) Shares

of the above Corporation, fully paid and non-assessable and

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

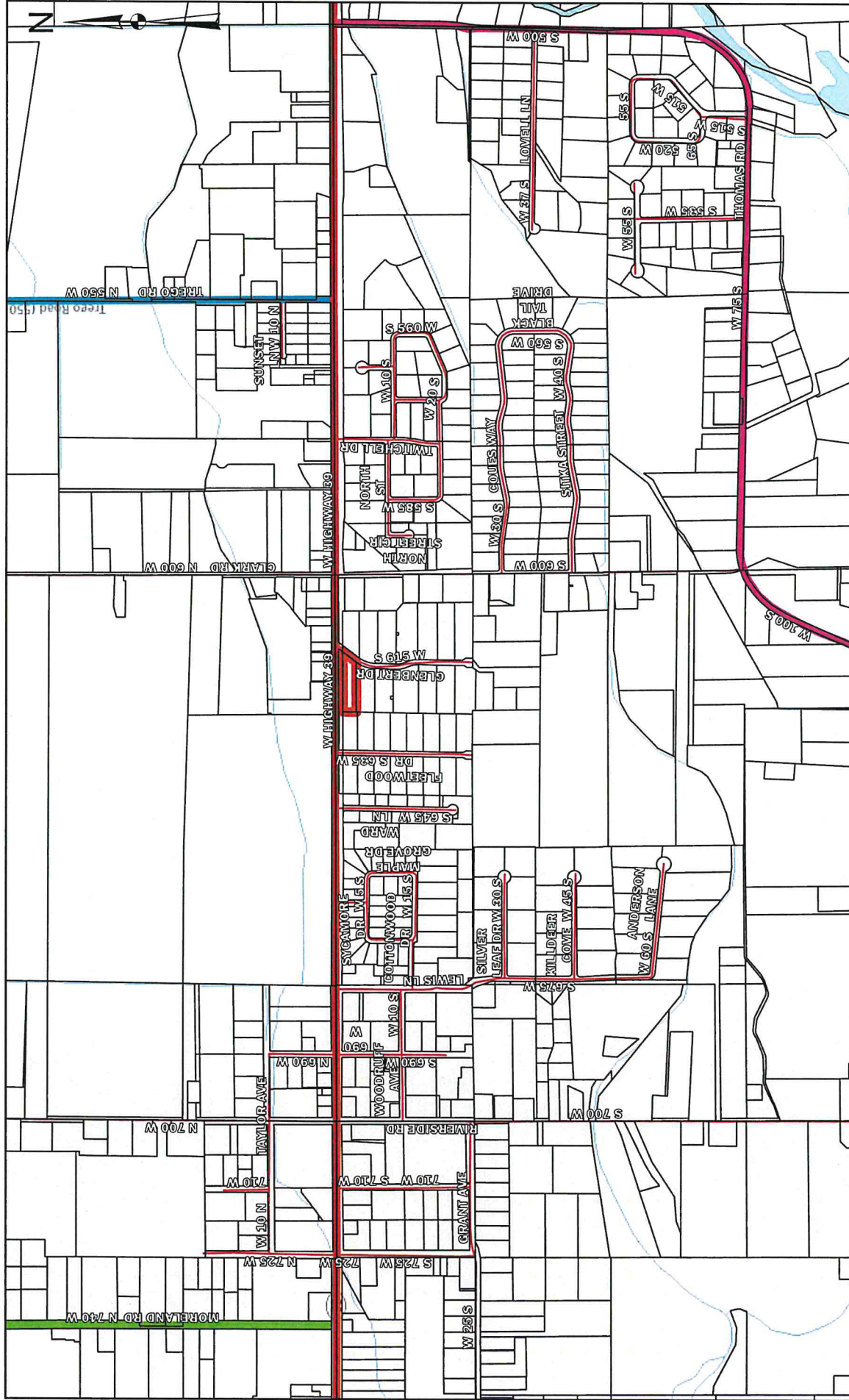
In Witness Whereof, the said Corporation, has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 31st day of December A. D. 2021




President


Secretary

BRENT DEW SUBDIVISION - PARCEL MAP



LEGEND








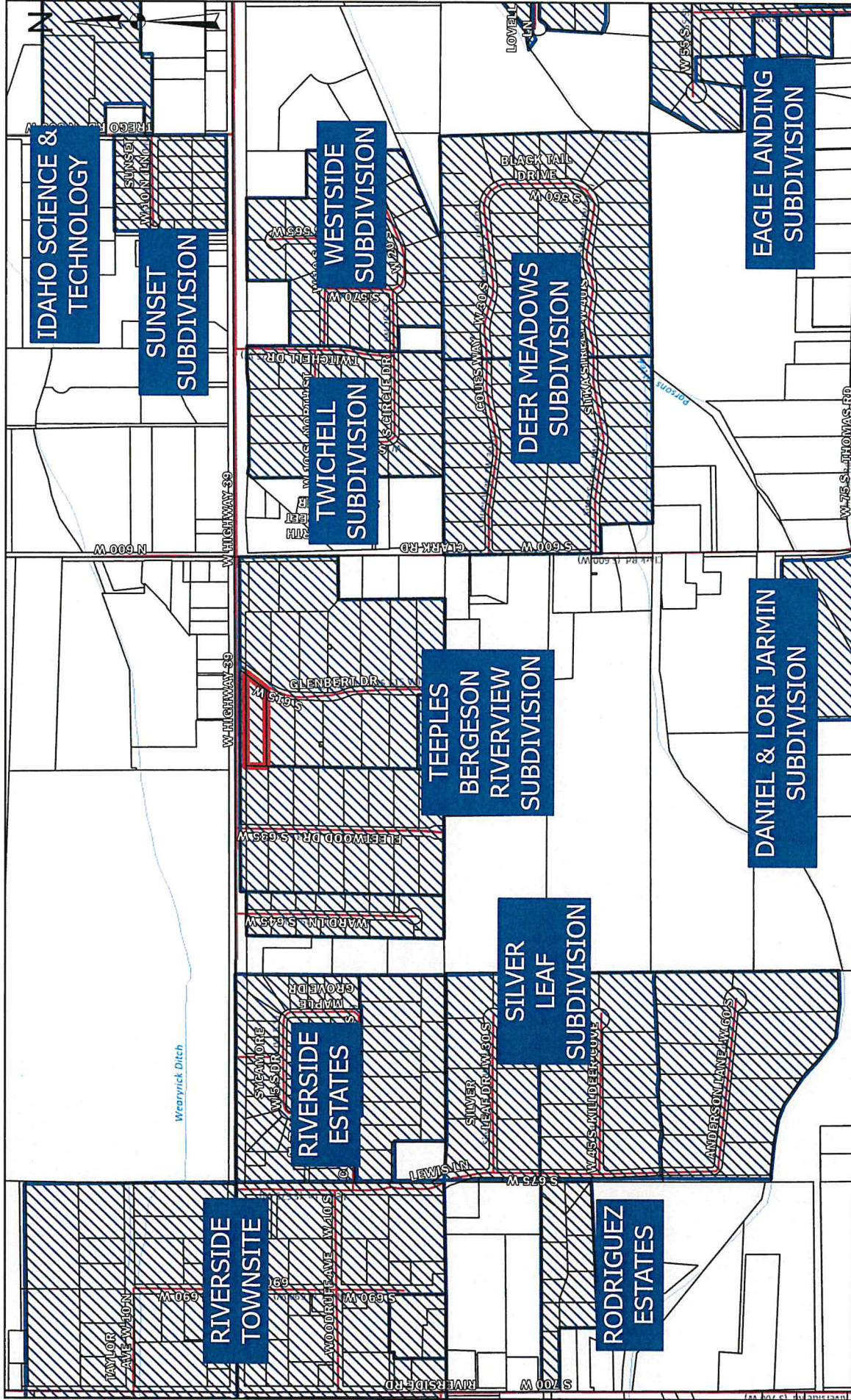
-  Brent Dew Subdivision
-  Principal Arterial 100' ROW
-  Minor Arterial 80' ROW
-  Minor Collector 60' ROW
-  Major Collector 70' ROW
-  Parcels
-  Roads

EXHIBIT S-2



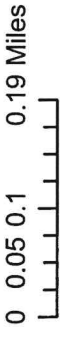
BRENT DEW SUBDIVISION - SUBDIVISION MAP



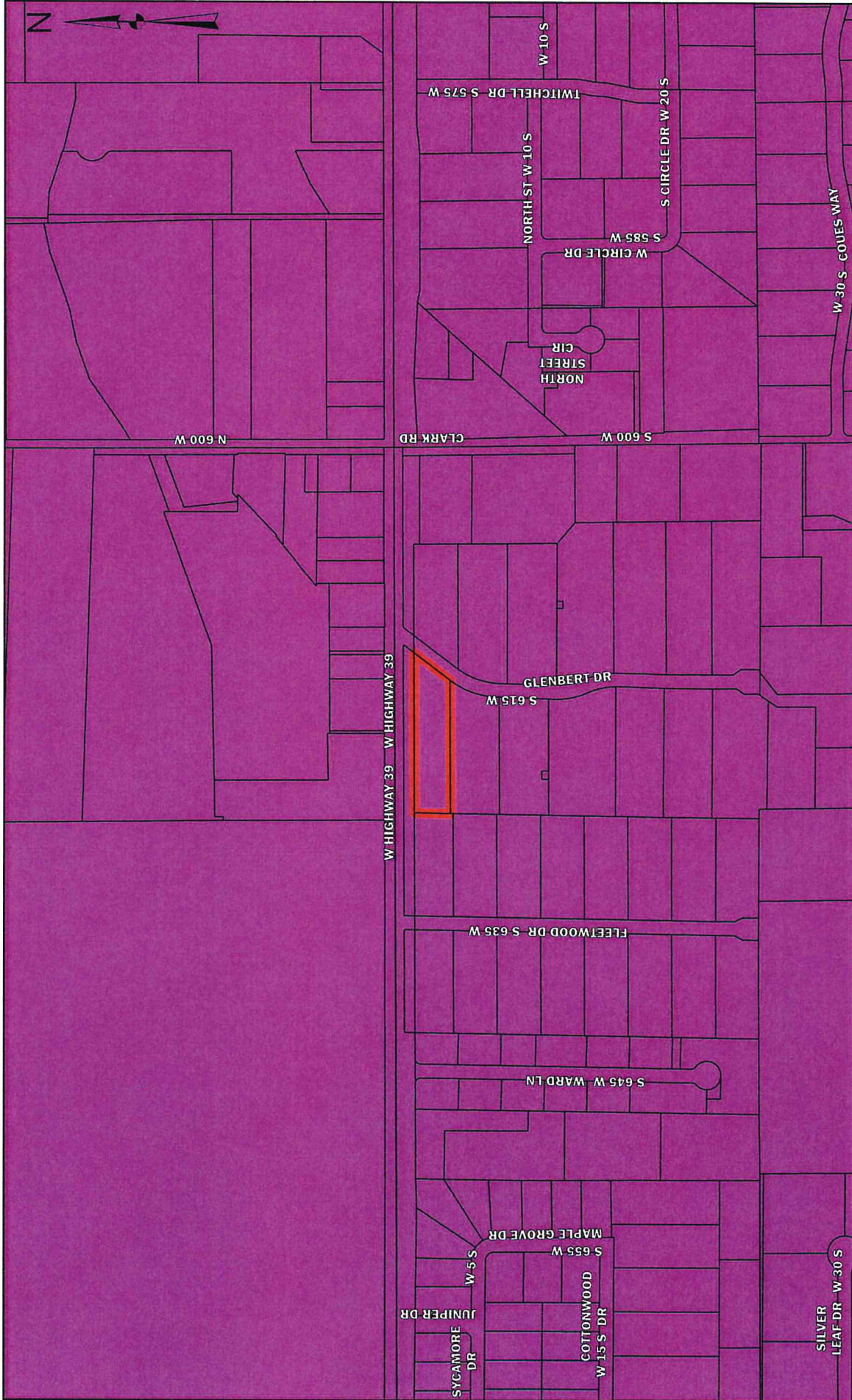
LEGEND

-  Brent Dew Subdivision
-  Parcels
-  Roads
-  Subdivisions

EXHIBIT S-7



BRENT DEW SUBDIVISION - SCHOOL DISTRICT MAP



LEGEND





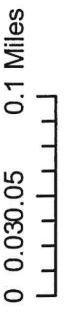
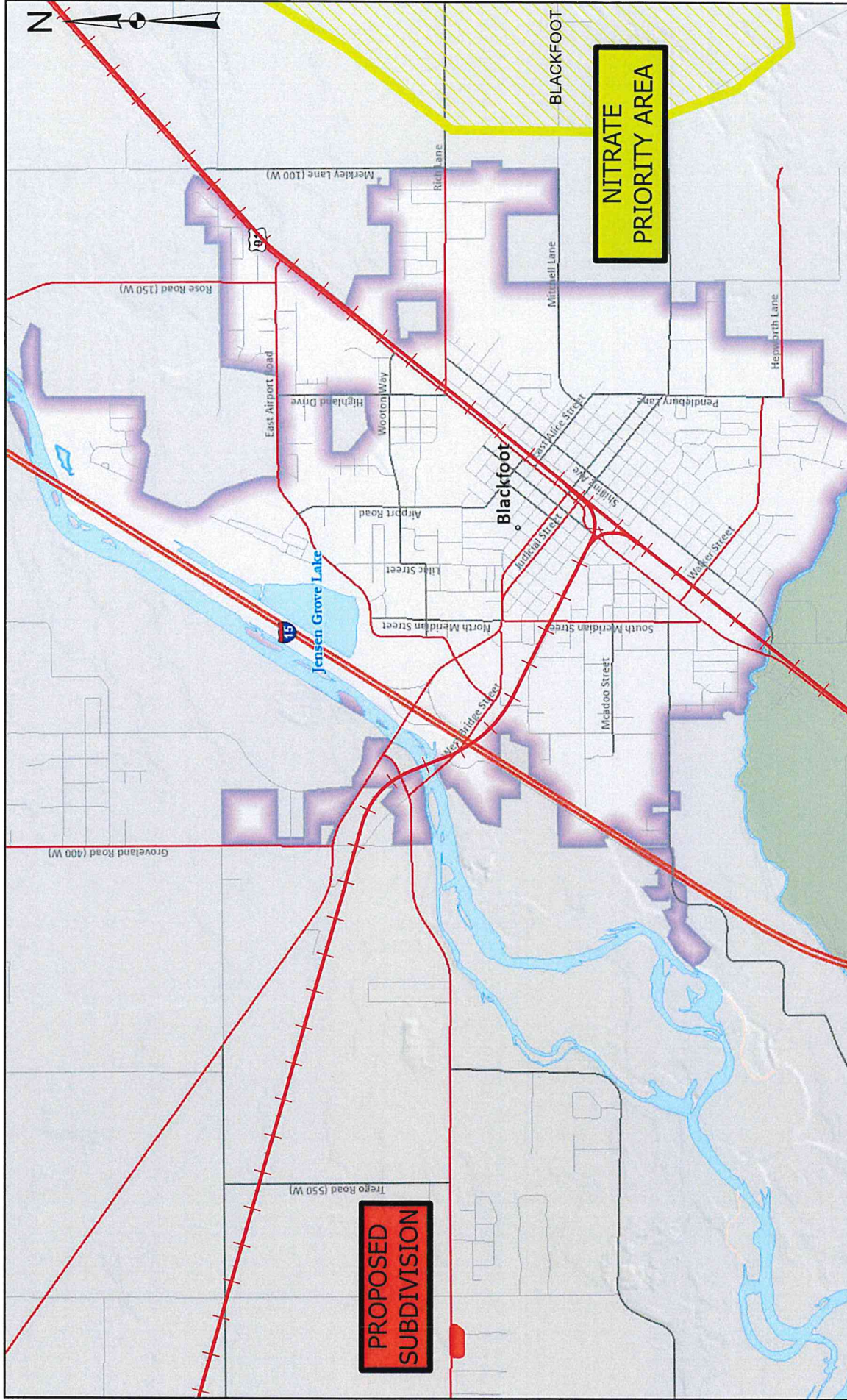
-  Brent Dew Subdivision
-  Snake River School District
-  Parcels
-  Roads

EXHIBIT S-9



BRENT DEW SUBDIVISION - NITRATE PRIORITY AREA MAP



LEGEND

-  Brent Dew Subdivision
-  Parcels
-  Roads
-  Nitrate_Priority_Areas

EXHIBIT S-11



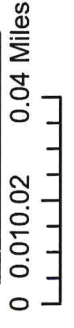
BRENT DEW SUBDIVISION - IRRIGATION PROVIDER MAP

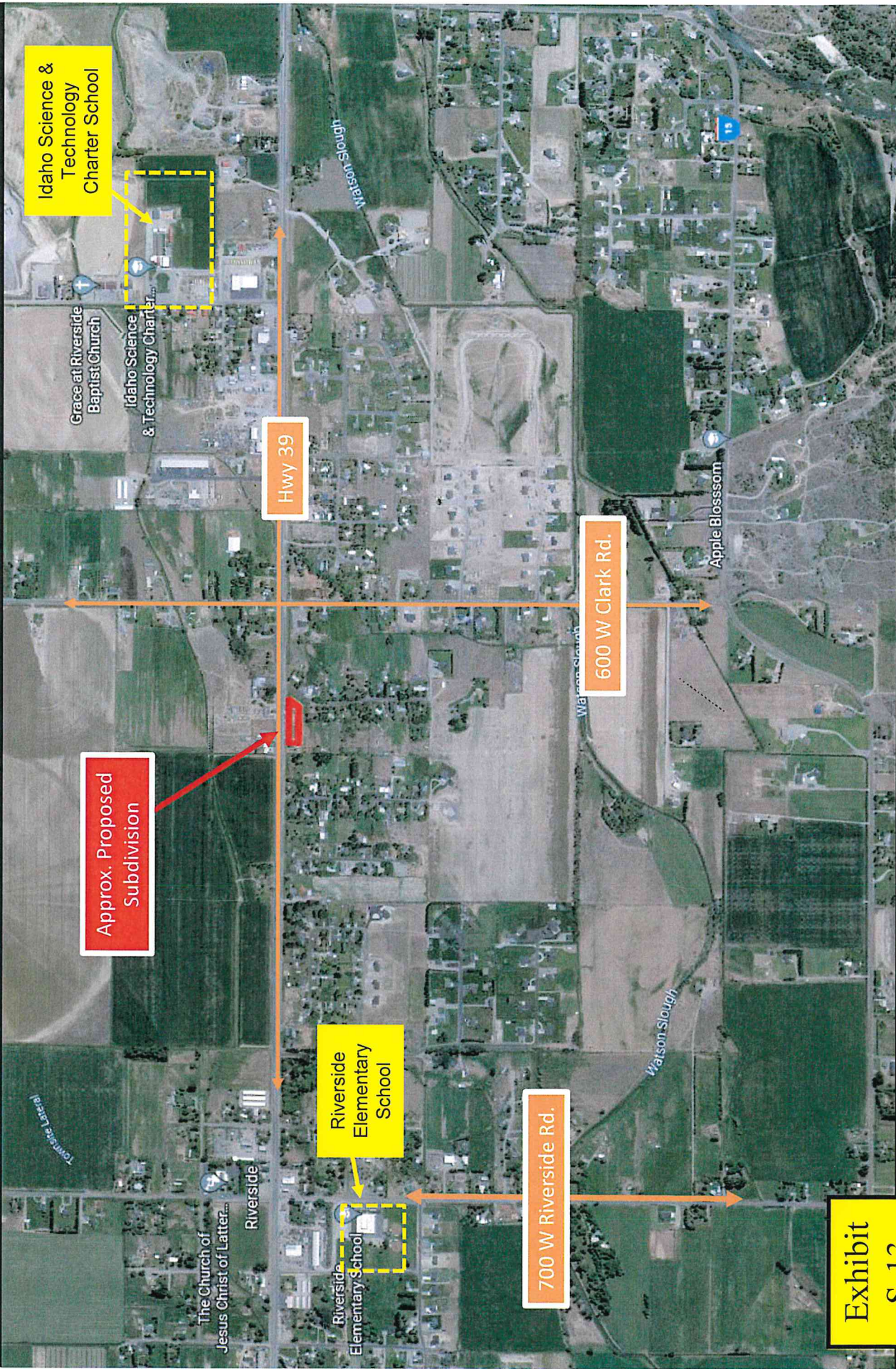


LEGEND

-  Brent Dew Subdivision
-  Parcels
-  Roads

EXHIBIT S-12





Idaho Science & Technology Charter School

Grace at Riverside Baptist Church

Idaho Science & Technology Charter...

Hwy 39

600 W Clark Rd.

Apple Blossom

Approx. Proposed Subdivision

Riverside Elementary School

700 W Riverside Rd.

Riverside Elementary School

The Church of Jesus Christ of Latter...

Riverside

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. 3154 at the following location(s):

Approx. Location: 619 W Highway 39, Blackfoot, Idaho 83221, Parcels No. RP8039600 Township 3S, Range 34E, Section 1, consisting of approx. 1.50 acres



Addie Jo Harris

Addie Jo Harris
Assistant Director/Lead Planner

**Exhibit
S-14**

Facing South on Highway 39 Towards Proposed Subdivision



Exhibit
S-15

2.17.2023

Facing Southwest on Highway 39

Existing Residence

Highway 39

2.17.2023

Exhibit
S-15



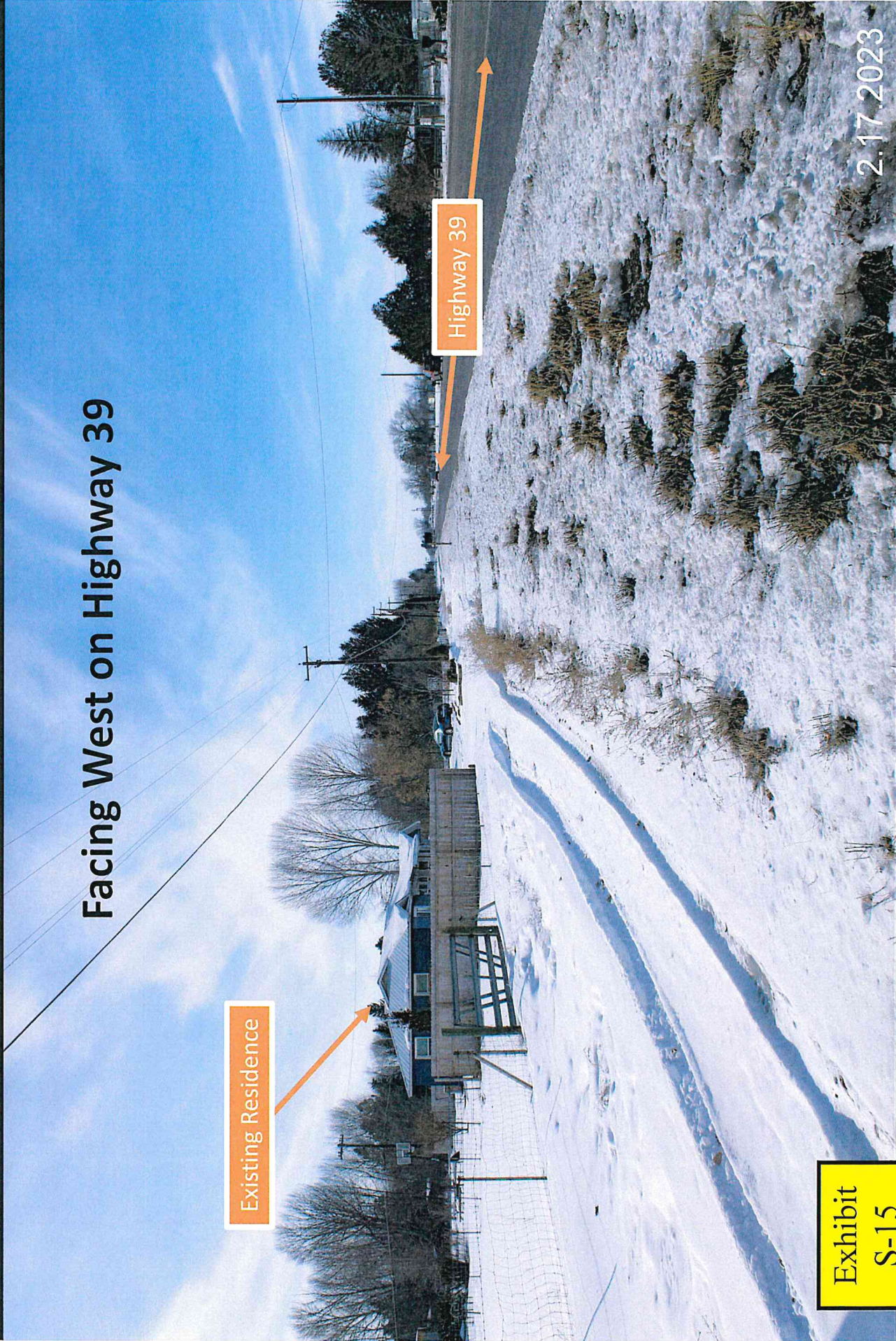
Facing West on Highway 39

Existing Residence

Highway 39

Exhibit
S-15

2.17.2023



Facing North on Highway 39



Highway 39

Exhibit
S-15

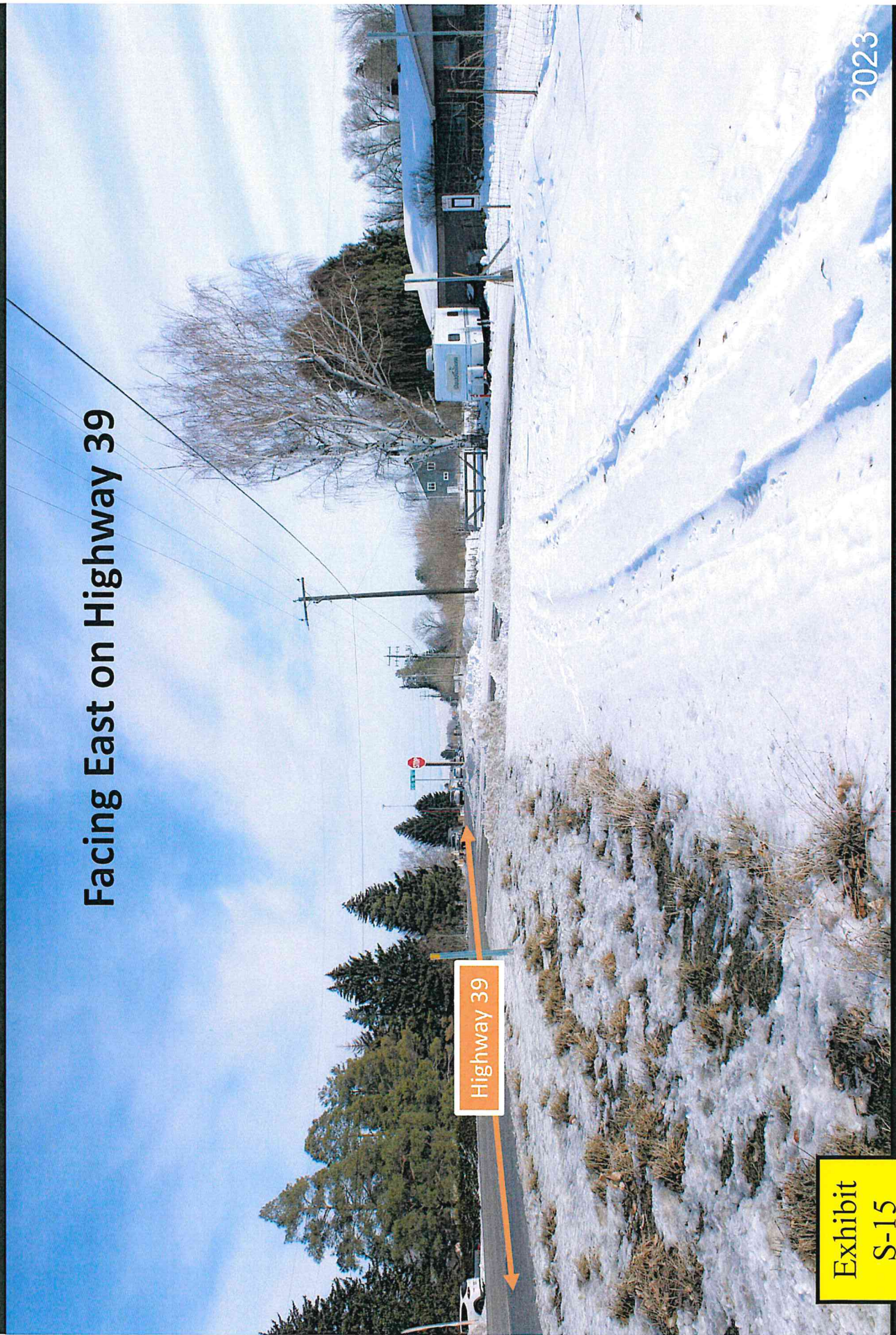
2.17.2023

Facing East on Highway 39

Highway 39

Exhibit
S-15

2023



PROOF OF PUBLICATION Bingham News Chronicle

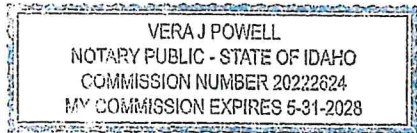
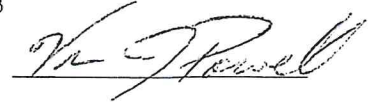
State of Idaho
County of Bingham

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 _____

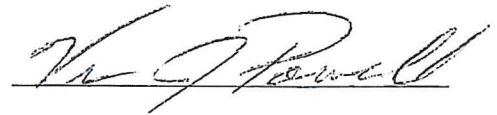
STATE OF IDAHO

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 COMPREHENSIVE 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 HARDSHIP (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
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

**Exhibit
S-17**

Blackfoot/Snake River Government Agency Notice

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		66 S 700 W	Blackfoot	ID	83221

41 Government Agencies

NOTICE OF MAILING

I hereby certify on February 8, 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: 2
 AVERAGE SIZE: 0.68-.081 ACRES
 TOTAL ACREAGE: 1.50 ACRES

ENGINEER/SURVEYOR

H/E INCORPORATED
 800 W. JUDICIAL ST.
 BLACKFOOT, ID 83221
 208-782-2977

OWNER/DEVELOPER

FREDRICK D BEASLEY
 619 W HWY 39
 BLACKFOOT ID 83221
 BERNARD W WILSON
 1311 W HWY 39
 BLACKFOOT ID 83221
 208-243-0155

NOTES:

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

CONTOURS

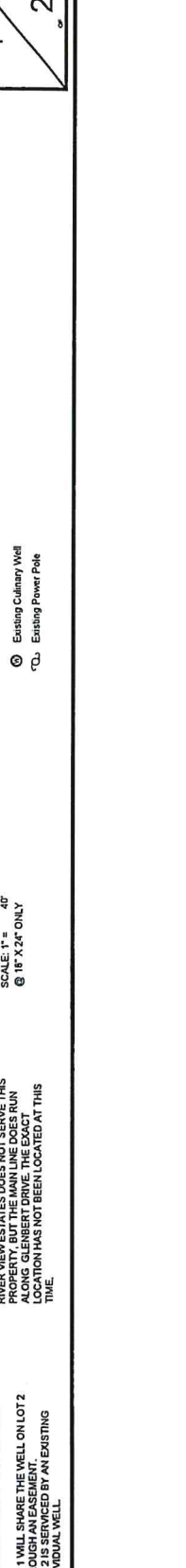
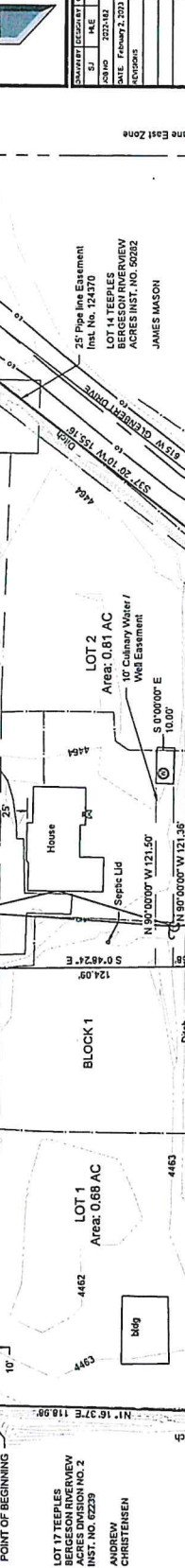
CONTOUR LINES SHOWN AT 1' INTERVAL

VICINITY MAP



BRENT DEW

A REPLAT OF LOT 1 OF TEEPLES BERGESON RIVERVIEW ACRES
 PART OF THE NE 1/4 OF SECTION 1, T. 3 S., R. 34 E.B.M.
 BINGHAM COUNTY, IDAHO



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

SANITARY SEWER
 LOT 1 SHALL HAVE AN INDIVIDUAL SEPTIC SYSTEM. DELIVERY WILL BE THROUGH THE SOUTH PROPERTY BOUNDARY WHICH WILL BE BURIED.

IRRIGATION WATER
 LOTS WILL HAVE SURFACE IRRIGATION WATER RIGHTS THROUGH WEARY RICK DITCH COMPANY. DELIVERY WILL BE THROUGH THE SOUTH PROPERTY BOUNDARY WHICH WILL BE BURIED.

CULINARY WATER
 LOT 1 WILL SHARE THE WELL ON LOT 2 THROUGH AN EASEMENT. LOT 2 IS SERVICED BY AN EXISTING INDIVIDUAL WELL.

NEAREST COMMUNITY WATER/SEWER
 GROVELAND WATER AND SEWER PRESSURE SANITARY SEWER LINE RUNS IN THE RIGHT OF WAY OF HIGHWAY 39 ADJACENT TO PROPERTY BOUNDARY. WATER FOR RIVER VIEW ESTATES DOES NOT SERVE THIS PROPERTY, BUT THE MAIN LINE DOES RUN ALONG GLENBERT DRIVE. THE EXACT LOCATION HAS NOT BEEN LOCATED AT THIS TIME.

FLOOD PLAN
 PROPERTY IS IN A ZONE C (AREA OF MINIMAL FLOODING) PER FEMA FLOOD PANEL 1600169438C EFFECTIVE DATE: 10/20/1998

ZONING
 (R) RESIDENTIAL
 Comprehensive Plan: Multi_Use

LEGEND

- Season Corner Control
- Right of Way Monument
- Placed 1/2" 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
- Overhead Power
- Existing Pressure Sanitary Sewer line
- Etanment Silldine
- Edge of Asphalt Pavement
- Wire Fence line.
- Existing Culinary Well
- Existing Power Pole

LEGEND

- Season Corner Control
- Right of Way Monument
- Placed 1/2" X 24" Iron rod with cap marked P.L.S. 12224
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- Existing Culinary Well
- Existing Power Pole

17 TEEPLES BERGESON RIVERVIEW ACRES DIVISION NO. 2
 INST. NO. 62229
 ANDREW CHRISTENSEN

18 TEEPLES BERGESON RIVERVIEW ACRES DIVISION NO. 2
 INST. NO. 62239
 DANA MICKELSON

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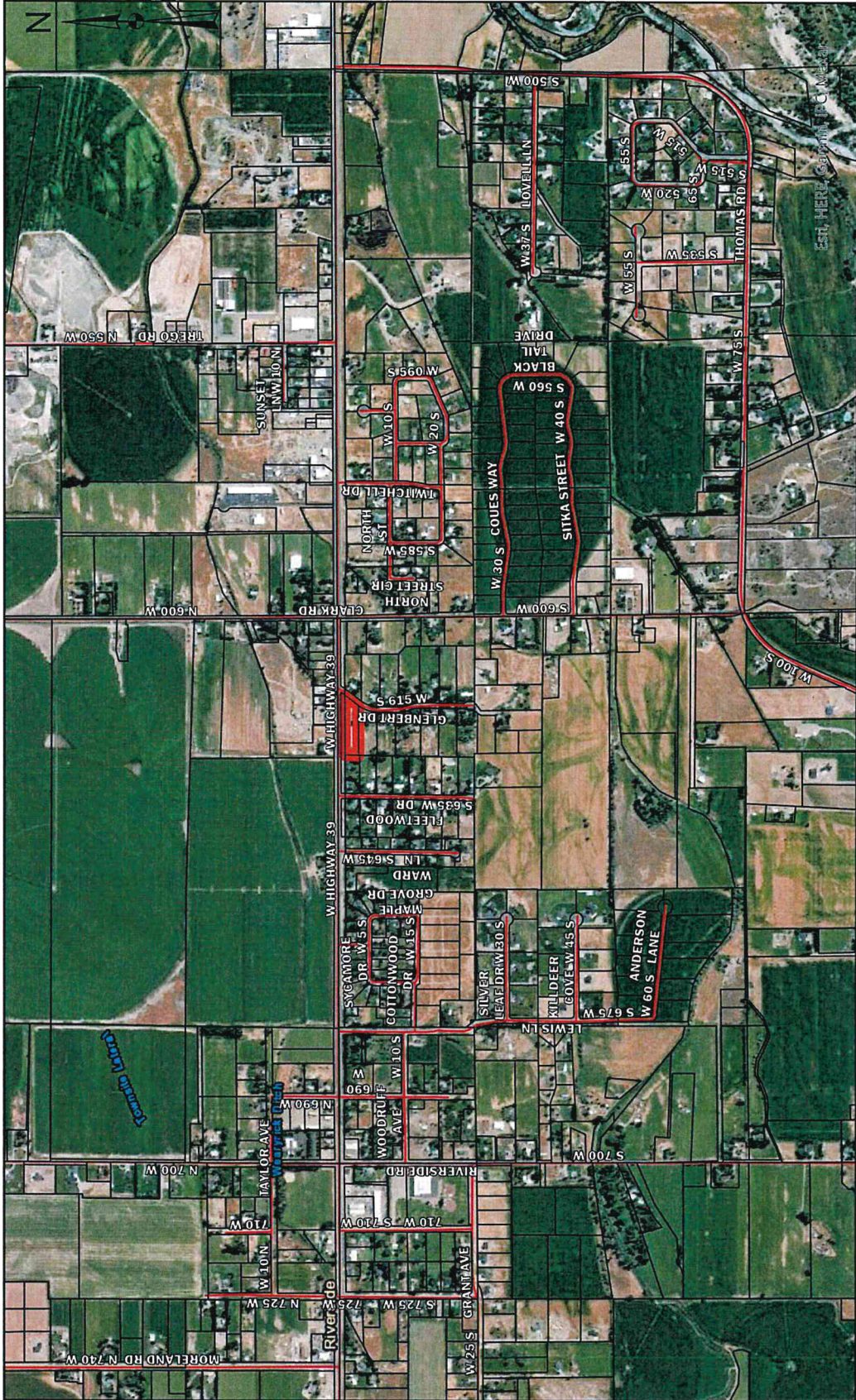
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BRENT DEW SUBDIVISION - AERIAL MAP



LEGEND

-  Brent Dew Subdivision
-  Parcels
-  Roads



**PROPERTY OWNERS LIST
BRENT DEW SUBDIVISION**

OWNER	ADDRESS	CITY STATE ZIP
ANDREW & BETH CHRISTENSEN	1 S 635 W	BLACKFOOT ID 83221-5520
COREY BENNETT	10 S 615 W	BLACKFOOT ID 83221-0000
DANA & SHELLEY MICKELSON	5 S 635 W	BLACKFOOT ID 83221-0000
DARREN THOMPSON	614 W HWY 39	BLACKFOOT ID 83221-0001
DONNELL REED	6 S 615 W	BLACKFOOT ID 83221-0000
FREDRICK BEASLEY	619 W HWY 39	BLACKFOOT ID 83221-0000
GLEN MORGAN	288 W 200 N	BLACKFOOT ID 83221-0000
JAMES MASON	1 S 615 W	BLACKFOOT ID 83221-0000
JENNIFER VOGLER	5 S 615 W	BLACKFOOT ID 83221-0000
KATHY HERNANDEZ	7 S 635 W	BLACKFOOT ID 83221-0000
MARIO ASTUHUAMAN	612 W HWY 39	BLACKFOOT ID 83221-8403
MOSES CHARLES H TRUST & VICK JANET TTEE C/O LYNN MOSES	8033 E 113 N	IDAHO FALLS ID 83401-0000
VERDUS & CAROL OSTBERG	618 W HWY 39	BLACKFOOT ID 83221-8403
VIRGIL & DEANN THATCHER	9 S 615 W	BLACKFOOT ID 83221-5520

14 PROPERTY OWNERS

NOTICE OF MAILING

I hereby certify on February 8, 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 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:

1st AMENDED REPLAT OF TEEPLES-BERGESON RIVERVIEW ACRES TO BE KNOWN AS BRENT DEW SUBDIVISION, 2-LOT SUBDIVISION (ACTION ITEM: RECOMMENDATION) A proposal from Fredrick Beasley to develop “Brent Dew Subdivision,” consisting of 2 Lots, on approx. 1.5 acres, in a “R” Residential Zoning District. Lot 1 would consist of 0.68 acres and is proposing an individual septic system and shared well with the already existing culinary system on Lot 2, through an Easement and Shared Well Agreement. Lot 2 would be 0.81 acres in size, featuring an existing home with an existing individual well and septic system. Both Lots would have surface irrigation water rights from Weary Rick Ditch Co., with delivery through an existing ditch along the East and South property boundary which would be buried. Both Lots are proposing direct access to Highway 39 via two (2) existing, permitted, approaches from the Idaho Department of Transportation. The Comprehensive Plan Map has this area identified as Multi-Use.

Approx. Location: 619 W Highway 39, Blackfoot, Idaho 83221, Parcel No. RP8039600 Township 3S, Range 34E, Section 1, consisting of approx. 1.50 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

Addie Jo Harris
Assistant Director/Lead Planner

**Exhibit
S-18**

BINGHAM COUNTY
PLANNING & DEVELOPMENT SERVICES

To: Government Agency
Bingham County Treasurer

February 7, 2023

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.

1st AMENDED REPLAT OF TEEPLES-BERGESON RIVERVIEW ACRES TO BE KNOWN AS BRENT DEW SUBDIVISION, 2-LOT SUBDIVISION (ACTION ITEM: RECOMMENDATION) A proposal from Fredrick Beasley to develop "Brent Dew Subdivision," consisting of 2 Lots, on approx. 1.5 acres, in a "R" Residential Zoning District. Lot 1 would consist of 0.68 acres and is proposing an individual septic system and shared well with the already existing culinary system on Lot 2, through an Easement and Shared Well Agreement. Lot 2 would be 0.81 acres in size, featuring an existing home with an existing individual well and septic system. Both Lots would have surface irrigation water rights from Weary Rick Ditch Co., with delivery through an existing ditch along the East and South property boundary which would be buried. Both Lots are proposing direct access to Highway 39 via two (2) existing, permitted, approaches from the Idaho Department of Transportation. The Comprehensive Plan Map has this area identified as Multi-Use.

Approx. Location: 619 W Highway 39, Blackfoot, Idaho 83221, Parcel No. RP8039600 Township 3S, Range 34E, Section 1, consisting of approx. 1.50 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 FEBRUARY 20, 2023. THANK YOU.

The second half of 2022's taxes will need to be paid in full prior to the Treasurer signing the plat. If the plat is recorded after 4-15-23 the 2023's taxes will need to be prepaid in full.

Barbara M.

BINGHAM COUNTY

PLANNING & DEVELOPMENT SERVICES

To: Government Agency
Bingham County Surveyor

February 7, 2023

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.

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Approx. Location: 619 W Highway 39, Blackfoot, Idaho 83221, Parcel No. RP8039600 Township 3S, Range 34E, Section 1, consisting of approx. 1.50 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 FEBRUARY 20, 2023. THANK YOU.

Please show all line types in legend, the location of proposed cluster mailbox.

Please show jog in right-of-way at stations 60+77 and 60+82 per State plans S-1721(5)

List intended use

Please note power line easement per Inst. No. 55459 and show location of easement per Inst. No. 124370

Please provide approach permit approval for added approach to existing house

Please provide verification ITD approves approach at approx. 60+45.

Please remove or provide ITD approach permit for the newest access, being the 3rd access from the westerly property line

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



Brad Little, Governor
Jess Byrne, Director

February 13, 2023

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

Subject: 1st Amended Replat of Teeples-Bergeson Riverview Acres to be known as Brent Dew
Subdivision – 2-Lot Subdivision – Beasley

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# 2023AGD988

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-3

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.

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

February 14, 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 – March 8, 2023
Groveland Water & Sewer District - Response to Agenda Item**

Brent Dew Subdivision – RP8039600 – 619 W Hwy 39

- 1) GWSD has an existing pressure sewer line available at the Hwy 39 frontage to the proposed sites.
- 2) GWSD does not have a water connection available within reasonable proximity to the property.

Sincerely,
Marc Pange
GWSD Board Chairman

Exhibit
T-4

BINGHAM COUNTY

PLANNING & DEVELOPMENT SERVICES

To: Blackfoot Fire District
Verl Jarvie

February 7, 2023

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.

1st AMENDED REPLAT OF TEEPLES-BERGESON RIVERVIEW ACRES TO BE KNOWN AS BRENT DEW SUBDIVISION, 2-LOT SUBDIVISION (ACTION ITEM: RECOMMENDATION) A proposal from Fredrick Beasley to develop "Brent Dew Subdivision," consisting of 2 Lots, on approx. 1.5 acres, in a "R" Residential Zoning District. Lot 1 would consist of 0.68 acres and is proposing an individual septic system and shared well with the already existing culinary system on Lot 2, through an Easement and Shared Well Agreement. Lot 2 would be 0.81 acres in size, featuring an existing home with an existing individual well and septic system. Both Lots would have surface irrigation water rights from Weary Rick Ditch Co., with delivery through an existing ditch along the East and South property boundary which would be buried. Both Lots are proposing direct access to Highway 39 via two (2) existing, permitted, approaches from the Idaho Department of Transportation. The Comprehensive Plan Map has this area identified as Multi-Use.

Approx. Location: 619 W Highway 39, Blackfoot, Idaho 83221, Parcel No. RP8039600 Township 3S, Range 34E, Section 1, consisting of approx. 1.50 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 **FEBRUARY 20, 2023**. THANK YOU.

NO ISSUES

Verl Jarvie

BINGHAM COUNTY

PLANNING & DEVELOPMENT SERVICES

To: Government Agency
Idaho Department of Transportation

February 7, 2023

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There are three (3) deeded approaches as shown on the associated replat – 1 “unrestricted” approach; 1 “residential” approach; and 1 “farm” approach. Each of these approaches is documented/permitted in the warranty deed indicated as instrument number 124367, associated with ITD historic Project No. S-1721(5). The following is an excerpt from the warranty deed:

As a part of the consideration hereinabove stated, the Grantors bargain, sell, convey and relinquish to the Grantee all existing, future, or potential common law or statutory easements of access between the right of way of the public way identified as _____, and all of the contiguous remaining real property of the Grantor whether acquired by separate conveyances or otherwise, of which the real property covered by this instrument is a part, where said remaining real property abuts on the south side of the said public way, except for: a 20' unrestricted approach at Sta. 60+00 Rt. (South), said approach may be expanded to a maximum width of 40' but said expansion would be at grantors expense; a 20' residential approach at Sta. 62+01 Rt. (South); a 20' farm approach at Sta. 63+50 Rt. (South).

Project No. S-1721(5)

These approaches would be classified under the following categories of the Idaho Administrative Procedure Act (IDAPA) 39.03.42:

“unrestricted approach” = 39.03.42.010.56 Private Approach – Every privately owned traveled way that is used for ingress to and egress from the highway right-of-way and an abutting property.

“residential approach” = 39.03.42.010.56 Private Approach – Every privately owned traveled way that is used for ingress to and egress from the highway right-of-way and an abutting property.

“farm approach” = 39.03.42.010.35 Field Approach – An approach that serves only non-residential agricultural property, including farmyards.

It would appear that there is an additional unauthorized encroachment that has been constructed to the east of the permitted approach at Sta. 62+01 Rt. An unauthorized encroachment is defined by IDAPA 39.03.42.010.84 as, “Any encroachment that has been placed, modified, or maintained, or removed within the highway right-of-way without authorization by the Department.”

Per IDAPA (aka Idaho Administrative Code), ITD retains the authority to issue all encroachment permits on the State Highway System and encroachment permits approved by the Department are required for private and public approaches (driveways and streets), utilities and other miscellaneous encroachments. To help preserve the highways as constructed and provide responsible growth where allowed, any *individual*, business, or other entity planning to add, modify, change use, relocate, maintain, or remove an encroachment on the state highway or use highway right-of-way for any purpose other than normal travel, shall obtain a permit to use state highway right-of-way.

Eric Staats

Digitally signed by Eric Staats
Date: 2023.02.17 14:16:10
-07'00'

Mariela Mejia

To: Addie Jo Jackman
Subject: RE: March Hearing Items

From: Jordyn Nebeker <JNebeker@binghamid.gov>
Sent: Monday, February 27, 2023 10:42 AM
To: Addie Jo Jackman <AJackman@binghamid.gov>
Subject: RE: March Hearing Items

Nothing of concern on this end. Thanks for reaching out!

From: Addie Jo Jackman <AJackman@binghamid.gov>
Sent: Monday, February 27, 2023 10:26 AM
To: Jeff Gardner <JGardner@binghamid.gov>; Jordyn Nebeker <JNebeker@binghamid.gov>
Cc: Tiffany Olsen <TOlsen@binghamid.gov>; Mariela Mejia <MMejia@binghamid.gov>
Subject: March Hearing Items

Happy Monday Sherriff Gardner & Chief Deputy Nebeker,

Does the Sheriff's Office have any concerns or response regarding the 3 hearing items for March? I have attached the Agenda for a quick and simple review if needed.

Thank you,



Addie Jo Harris
Assistant Director & Lead Planner
Bingham County Planning & Development
490 North Maple Street, Suite A
Blackfoot, ID 83221
Direct: 208-782-3182

*This email is intended exclusively for the addressee(s) named above and may contain privileged and confidential information. If you are not among the intended recipients, you may not copy, utilize or distribute any of the information contained herein. If you have received this email in error, please notify me immediately via return email and delete the original from your mailbox.
Thank you.*