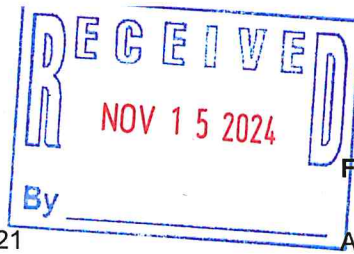


# Bingham County

Planning & Development Department  
490 N. Maple Suite "A", Blackfoot, ID 83221  
Phone: (208) 782-3178



File No. \_\_\_\_\_  
Application Date \_\_\_\_\_

## APPLICATION FOR SUBDIVISION PLAT

**SUBDIVISION NAME:** North River Estates

---

Property Owner(s) Name: Rockwell Homes INC Phone: 208-542-9300

Address: 3539 Briar Creek Ln City/Zip: Ammon, ID 83406

Property Owner Email: curtis@rockwellhomes.net Developer Email: curtis@rockwellhomes.net

Developer Name Rockwell Homes, INC Phone: 208-542-9300

Address 3539 Briar Creek Ln Ste. E City/Zip Ammon 83406

**Location and Legal Description**

Township  Range  Section  Acreage 43.734 Parcel # RP044907

Proposed # of Lots 36 buildable, 1 open space

**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.** The following information / data must appear on the Preliminary Plat as per Idaho Code §50-1304 and shall be verified prior to submittal to the Board:

**NAMES/ADDRESSES**

- Subdivision Name
- Owner(s) Name, Address & Phone
- Developer Name, Address & Phone
- Adjacent Property Owner/Development Names

**LOCATION MAP**

- Vicinity Map Showing Relation to One (1) Mile Radius
- Legal Description/Proof of Ownership
- Public Land Corners or Other Acceptable Monuments
- North Point
- Scale (Minimum 1" = 400')

**TOPOGRAPHY**

- Contours
- Countour Intervals Noted (Minimum 5' Intervals)

**GEOLOGY**

- Flood Plain Designation, If Applicable
- Attach Depth to Water/Drainage/Permeability
- Attach Soil Types & Depth

**MISCELLANEOUS**

- Zone Classification(s)
- Highways and/or Current Streets
- Right-of-Ways, Easements & Widths
- Road Cross Sections

**PROPOSED**

- Subdivision Acreage
- Number of Lots
- Average Lot Size (Acreage)
- Utility/Easement Locations & Widths
- Type of Water/Septic System
- Approval from the Health Dept
- Open Areas
- Parking
- Street Names (Numerical Designation Required)
- Proposed Phasing Schedule


**ENGINEERING DATA**

- Name, Address & Phone
- Date Drawn


**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:** EAGLE ROCK ENGINEERING - TALEO FURBERMAN - CADEW FURBERMAN

**Property Owner(s):**  10/16/24  
 Signature Date  
 \_\_\_\_\_  
 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 Planning and Development Director 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 Commission. I hereby acknowledge that I have read this application and understand the contents. I also state that the above information is correct.

**Property Owner(s):**  10/16/24  
 Signature Date  
 \_\_\_\_\_  
 Signature Date



## Eagle Rock Engineering

1331 Fremont Ave  
Idaho Falls, ID 83402  
208-542-2665

Bingham County  
Planning & Development Department  
490 N. Maple Suite "A"  
Blackfoot, ID 83221  
(208) 782-3178

November 15, 2024

### North River Estates Preliminary Plat Narrative

Dear Planning & Development Department,

#### Overview

The proposed North River Estates subdivision is a carefully planned residential community situated on 43.73 acres of land in Bingham County, Idaho. This subdivision is designed to offer a serene, low-density living environment, perfectly aligning with the current Residential/Agriculture (R/A) zoning of the area. The development plan includes 36 single-family residential lots, each averaging one acre in size, which is consistent with the R/A zoning requirements. The subdivision is positioned to complement the existing Cedar Estates development, which is located to the north and east of the project site and similarly features one-acre residential lots.

#### Land Use and Zoning Compliance

The North River Estates subdivision is designed to meet the Residential/Agriculture (R/A) zoning requirements of Bingham County by providing spacious one-acre lots. This zoning is intended to maintain the rural character of the area while allowing for residential development. The proposed subdivision not only adheres to these requirements but also enhances the area's appeal by offering low-density residential options. The layout and design of the subdivision ensure that each lot is well integrated into the natural landscape, preserving the open, rural feel that is characteristic of this part of Bingham County.

**Exhibit  
A-2**

## Infrastructure and Utilities

The subdivision will be served by modern infrastructure to ensure convenience and sustainability for future residents. Sewer services will tie into the Eastern Idaho Regional Sewer District (EIRSD) trunk line along the New Sweden Highway, providing efficient and reliable wastewater management. This property was annexed into EIRSD on November 12th, and the Commitment to Serve Letter is anticipated to be received on December 17th, ensuring the necessary capacity and service agreement for the development.

Each of the 36 lots will be served by its own domestic water well, allowing for a dependable water supply tailored to the needs of individual homeowners. The proposed subdivision sits atop the Eastern Snake Plain Aquifer.

This approach not only complies with local regulations but also contributes to the self-sufficiency and sustainability of the community.

Additionally, a pressure irrigation system will be installed to service the subdivision, utilizing the existing infrastructure that currently supports this property and the adjacent Cedar Estates subdivision. The existing system is currently a buried pressurized system and we proposed to utilize it in the same way. This system will ensure that all lots have access to adequate water for landscaping and other outdoor uses, which is crucial for maintaining the aesthetic appeal and environmental health of the area.

In addition, Rocky Mountain Power is currently serving the 3 parcels on the east through overhead powerlines. We are proposing to eliminate overhead power and provide power to the existing location by routing it through the development via underground trenches to eliminate the need for overhead power. The transition of moving the power from overhead to underground will be made at the same time to mitigate any power loss to the existing users. The design of this system will be done with Rocky Mountain Power as part of the design and final platting phase.

## Access and Transportation

North River Estates will have direct access to the New Sweden Highway, providing a convenient and efficient transportation route for residents. This access point is strategically located to ensure smooth traffic flow and easy connectivity to surrounding areas. Furthermore, the subdivision will create an additional access route for the Cedar Estates development, allowing its residents to reach the New Sweden Highway through North River Estates. This improved connectivity will enhance overall mobility in the area, benefiting both new and existing communities.

## Existing Features to Be Maintained

Key existing features on the property will be preserved and integrated into the subdivision to maintain the site's functionality and heritage:

**User Ditch:** A user ditch that bisects the property from north to south will remain in its current state, with the addition of two 36-inch culverts to facilitate road crossings. These culverts, sized to match upstream structures, will comply with county standards for road crossings. Although the ditch originates from the Woodville Canal, it is a private user ditch and not under the Woodville Canal Company's jurisdiction.

**Water Shares:** The property's 44 water shares, transferred by the Woodville Canal Company to Rockwell Homes, Inc., will remain designated for pressurized irrigation, continuing the existing irrigation practices.

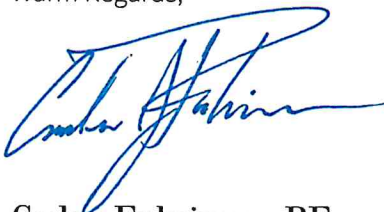
**Ingress/Egress Easement:** The existing ingress/egress easement (instrument number 406263) will be preserved for access to parcels east of the development. The current road will be shifted to align with the easement boundaries, ensuring compliance. Parcels to the east can choose to use this existing access or the newly constructed road network within North River Estates.

**Lot 11, Block 3:** Initially planned to be deeded to J Watt Properties (owners of the adjacent southern lot), Lot 11, Block 3 will now remain under the ownership of Rockwell Homes, Inc., to be used for landscaping purposes.

## Conclusion

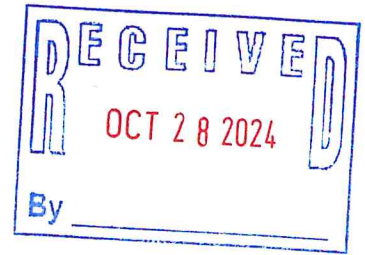
The North River Estates subdivision is designed to offer a harmonious blend of rural living with modern conveniences. By providing one-acre residential lots, reliable infrastructure, and improved access routes, this development aligns perfectly with the Residential/Agriculture zoning of the area. It not only complements the existing Cedar Estates but also enhances the overall appeal and functionality of the region. North River Estates promises to be a desirable and sustainable community that will contribute positively to the future growth of Bingham County.

Warm Regards,



**Caden Fuhriman, PE**





Instrument # 764816  
BINGHAM COUNTY, IDAHO  
2024-09-04 02:45:22 PM No. of Pages: 3  
Recorded for: TITLEONE - TWIN FALLS  
PAMELA W. ECKHARDT Fee: \$15.00  
Ex-Officio Recorder Deputy JPulley  
Index To: QUIT CLAIM DEED  
Electronically Recorded by Simplifile

Accommodation

### Quitclaim Deed

For value received, Riverbend Farms LLC, , an Idaho limited liability company

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

**Rockwell Homes, Inc., an Idaho Corporation**

whose current address is 3539 Briar Creek Ln, Idaho Falls, ID 83406,

the following described premises:

**See Exhibit A, attached hereto and incorporated herein.**

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Remainder of this page intentionally left blank.

Date: 09/03/2024

Riverbend Farms LLC, an Idaho limited liability company

[Signature]  
Jared Wattenbarger, Member

[Signature]  
Deverle Wattenbarger, Member

State of IDAHO, County of Bonneville, ss.

On this 3rd day of Sept in the year of 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jared Wattenbarger and Deverle Wattenbarger known or identified to me to be the Members of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

[Signature], Notary Public  
Residing at: Shelton, ID  
My Commission Expires: 06/29/30  
(seal)





**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

Part of the NW ¼ and Government Lot No. 4 of Section 16, Township 1 North, Range 37 East B.M. Bingham County, Idaho described as:

Commencing from the NW corner of section 16 from which the W ¼ corner of Section 16 bears S 00° 34' 56" W 2654.16 feet; Thence along the westerly line of said Section 16, 1326.57 feet; Thence S 89° 25' 04" E 40.00 feet a parcel described in deed book 55, page 396, also being the east right-of-way line of New Sweden Road being the point of beginning.

Thence, along the southerly boundary of Cedar Estates Subdivision, N 89° 51' 27" E 1286.17 feet; Thence, along the westerly boundary of a parcel as described in deed instrument no. 735667, S 00° 19' 39" W 1320.62 feet ; Thence N 89° 59' 15" W 10.03 feet; Thence S 00° 35' 02" W 10.00 feet; Thence S 89° 59' 15" E 10.07 feet; Thence, along the westerly boundary of a parcel as described in deed instrument no. 694775, S 00° 05' 38" W 570.53 feet; Thence, along the northerly boundary of a parcel as described in deed instrument no. 391090 N 89° 58' 40" W 874.23 feet; Thence, along the easterly boundary of parcels as described in deed instrument no. 217619 and deed instrument no. 699553, N 01° 01' 58" W 806.65 feet; Thence, along the easterly and northerly boundary of a parcel as described in deed instrument no. 733446 for the following 2 courses: 1) N 00° 00' 00" E 328.96 feet; 2) S 89° 05' 42" W 72.40 feet; Thence, along the easterly and northerly boundary of a parcel described in deed instrument no. 610162 for the following 2 courses 1) N 00° 34' 56" E 134.36 feet; 2) S 89° 06' 16" W 324.31 feet to said east right-of-way line of New Sweden Road; Thence, along said east right-of-way, N 00° 34' 56" E 271.05 feet; Thence, along a parcel described in deed instrument no. 694055 for the following 5 courses: 1) N 89° 51' 38" E 207.00 feet; 2) N 00° 02' 27" E 177.92 feet; 3) N 88° 02' 20" W 128.64 feet; 4) N 02° 36' 30" E 51.80 feet; 5) S 88° 28' 14" W 78.58 feet to said east right-of-way line of New Sweden Road (N800E); Thence, along said east right-of-way line N 00° 34' 56" E 130.46 feet to the point of beginning.



United States  
Department of  
Agriculture

**NRCS**

Natural  
Resources  
Conservation  
Service

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

# Custom Soil Resource Report for Bingham Area, Idaho



Exhibit  
A-5

August 29, 2024

# Preface

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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](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

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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

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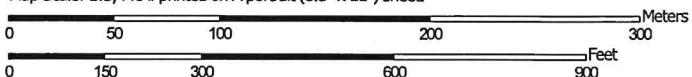
The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

# Custom Soil Resource Report Soil Map



Soil Map may not be valid at this scale.

Map Scale: 1:3,440 if printed on A portrait (8.5" x 11") sheet.



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

### MAP LEGEND

- Area of Interest (AOI)
- Area of Interest (AOI)
- Soils**
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points
- Special Point Features**
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features
- Water Features**
- Streams and Canals
- Transportation**
- 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 20, Sep 5, 2023

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

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

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

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Pw	Presto loamy sand	13.5	30.7%
SaA	Sasser fine sandy loam, 0 to 2 percent slopes	4.0	9.1%
WaA	Wapello fine sandy loam, 0 to 2 percent slopes	26.5	60.2%
<b>Totals for Area of Interest</b>		<b>44.1</b>	<b>100.0%</b>

## 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

## Custom Soil Resource Report

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

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

### Pw—Presto loamy sand

#### Map Unit Setting

*National map unit symbol:* 2p7l

*Elevation:* 4,200 to 5,500 feet

*Mean annual precipitation:* 8 to 12 inches

*Mean annual air temperature:* 39 to 45 degrees F

*Frost-free period:* 94 to 125 days

*Farmland classification:* Farmland of statewide importance, if irrigated

#### Map Unit Composition

*Presto and similar soils:* 85 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Presto

##### Setting

*Landform:* Terraces

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Loess and/or eolian sands

##### Typical profile

*A1 - 0 to 3 inches:* loamy sand

*A2 - 3 to 8 inches:* loamy sand

*Bk1 - 8 to 17 inches:* loamy sand

*Bk2 - 17 to 28 inches:* loamy sand

*2Bk3 - 28 to 34 inches:* silt loam

*2Bk4 - 34 to 50 inches:* silt loam

*2Bk5 - 50 to 59 inches:* silt loam

##### Properties and qualities

*Slope:* 0 to 2 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Somewhat excessively drained

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.71 to 2.13 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 25 percent

*Maximum salinity:* Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)

*Sodium adsorption ratio, maximum:* 12.0

*Available water supply, 0 to 60 inches:* Moderate (about 7.6 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 4e

*Land capability classification (nonirrigated):* 6s

*Hydrologic Soil Group:* B

*Ecological site:* R011XA014ID - Sandy 8-14 PZ ARTRT/HECOC8-ACHY

*Hydric soil rating:* No

## SaA—Sasser fine sandy loam, 0 to 2 percent slopes

### Map Unit Setting

*National map unit symbol:* 2p8m  
*Elevation:* 4,200 to 5,500 feet  
*Mean annual precipitation:* 10 to 13 inches  
*Mean annual air temperature:* 39 to 46 degrees F  
*Frost-free period:* 110 to 130 days  
*Farmland classification:* Prime farmland if irrigated

### Map Unit Composition

*Sasser and similar soils:* 85 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Sasser

#### Setting

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

#### Typical profile

*A - 0 to 14 inches:* fine sandy loam  
*Bk1 - 14 to 38 inches:* fine sandy loam  
*2Bk2 - 38 to 60 inches:* extremely 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:* 25 percent  
*Maximum salinity:* Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)  
*Sodium adsorption ratio, maximum:* 5.0  
*Available water supply, 0 to 60 inches:* Moderate (about 6.4 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e  
*Land capability classification (nonirrigated):* 6c  
*Hydrologic Soil Group:* A  
*Ecological site:* R011XY010ID - Calcareous Loam 7-10 PZ ATCO-PIDE4/ACHY-ACTH7  
*Hydric soil rating:* No

## WaA—Wapello fine sandy loam, 0 to 2 percent slopes

### Map Unit Setting

*National map unit symbol:* 2p9b  
*Elevation:* 4,200 to 4,600 feet  
*Mean annual precipitation:* 10 to 13 inches  
*Mean annual air temperature:* 39 to 45 degrees F  
*Frost-free period:* 100 to 125 days  
*Farmland classification:* Prime farmland if irrigated

### Map Unit Composition

*Wapello and similar soils:* 85 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Wapello

#### Setting

*Landform:* Stream terraces  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Mixed alluvium

#### Typical profile

*A - 0 to 8 inches:* fine sandy loam  
*C1 - 8 to 29 inches:* fine sandy loam  
*C2 - 29 to 70 inches:* silt loam  
*C3 - 70 to 76 inches:* fine sandy loam

#### Properties and qualities

*Slope:* 0 to 2 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.57 to 2.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum content:* 35 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:* High (about 10.2 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e  
*Land capability classification (nonirrigated):* 6c  
*Hydrologic Soil Group:* B  
*Ecological site:* R011XY010ID - Calcareous Loam 7-10 PZ ATCO-PIDE4/ACHY-  
ACTH7  
*Hydric soil rating:* No



Custom Soil Resource Report

# References

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- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_054262](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262)
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053577](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577)
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053580](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580)
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2\\_053374](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374)
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

## Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\\_054242](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242)

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053624](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624)

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. [http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs142p2\\_052290.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf)

# Guarantee



**SG-08019280**

**File Number: 860247**

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 Florida corporation, herein called the Company,  
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of 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.

**Exhibit  
A-6**

*Issued by:*

**Policy Issuer:  
PIONEER TITLE COMPANY  
135 N. ARTHUR AVENUE  
P.O. BOX 1057  
POCATELLO, ID 83204  
PHONE: (208) 233-9595**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111*

*Authorized Signatory*

By  *President*

Attest  *Secretary*

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

### 2. 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.

**13. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**13. Arbitration.**

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

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

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

**14. Liability Limited to this Guarantee; Guarantee Entire Contract.**

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

**15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401. (612) 371-1111.



Subdivision Guarantee

Policy Issuing Agent For:  
Old Republic National Title Insurance Company

File No.: 860247

Guarantee No.: SG-08019280  
Reference No.:

Liability: \$5,000.00  
Fee: \$215.00

1. Name of Assured: Eagle Rock Engineering
2. Date of Guarantee: August 13, 2024 at 7:30AM

The assurances referred to on the face page hereof are:

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

A. Name of Proposed Subdivision Plat or Condominium Map:

North River Estates

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:

Riverbend Farms LLC, an Idaho limited liability company

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

1. General taxes for the year 2024, which are liens and are not yet due and payable.  
Parcel No.: RP0450002; RP0449902; RP0449905; RP0448607 and RP0448606
2. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.  
District: Woodville Canal Co.  
No search made.
3. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.  
Recorded: December 11, 1949  
Instrument No.: 8700
4. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein  
In Favor of: Utah Power & Light Company  
Recorded: March 6, 1963  
Instrument No.: 96359
5. All matters, rights, easements, interests or claims as disclosed by Record of Survey  
Recorded: June 20, 1984  
Instrument No.: 322474



6. An easement affecting the portion of said premises and for the purposes stated herein, and for incidental purposes.  
For: ingress and egress  
In Favor of: Gerald Hansen and Robert Byington  
Recorded: April 23, 1992  
Instrument No.: [406263](#)
7. All matters, rights, easements, interests or claims as disclosed by Record of Survey  
Recorded: September 22, 2016  
Instrument No.: [680123](#)
8. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein  
In Favor of: Deer Meadows Development, LLC, an Idaho limited liability company  
Recorded: May 9, 2023  
Instrument No.: [754280](#)
9. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein  
In Favor of: Deer Meadows Development, LLC, an Idaho limited liability company  
Recorded: June 27, 2023  
Instrument No.: [755361](#)

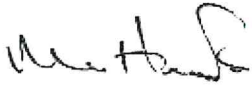
Said easement was re-recorded  
Recorded: July 6, 2023  
Instrument No.: [755549](#)

Said easement was re-recorded  
Recorded: May 15, 2023  
Instrument No.: [754419](#)

10. A Deed of Trust to secure an indebtedness of \$76,206.67, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.  
Dated: April 1, 2016  
Grantor: Riverbend Farms LLC, an Idaho limited liability company  
Trustee: Alliance Title & Escrow Corp.  
Beneficiary: Ralph F Hunter and Christine Hunter husband and wife  
Recorded: April 19, 2016  
Instrument No.: [675644](#)  
Affects: Parcel No. RP0449905 and RP0448606 of said property.

NOTE: General taxes for the year 2023, which were liens, are paid.  
Parcel No.: [RP0450002](#); [RP0449902](#); [RP0449905](#); [RP0448607](#) and [RP0448606](#)  
Amount: \$50.60; \$91.28; \$26.54; \$2.74 and \$61.80

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

A handwritten signature in black ink, appearing to read "Marie Hunter". The signature is written in a cursive style with a large initial "M".

Marie Hunter, Title Officer

BEGINNING AT A POINT THAT IS S.00°34'48"W. ALONG THE SECTION LINE 1326.57 FEET AND S.89°25'12"E. 40.00 FEET FROM THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, SAID POINT BEING THE SOUTHWEST BOUNDARY CORNER OF CEDAR ESTATES, BINGHAM COUNTY, IDAHO, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 800 EAST (NEW SWEDEN ROAD); RUNNING THENCE N.89°51'19"E. ALONG THE SOUTH BOUNDARY LINE OF SAID CEDAR ESTATES A DISTANCE OF 1286.17 FEET TO THE SOUTHEAST BOUNDARY CORNER OF SAID CEDAR ESTATES, SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE S.00°19'31"W. ALONG SAID EAST LINE 1320.62 FEET; THENCE N.89°59'23"W. 10.03 FEET; THENCE S.00°34'54"W. 10.00 FEET TO THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 16; THENCE S.89°59'23"E. ALONG SAID EAST-WEST CENTER SECTION LINE 10.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE INTO SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 THE FOLLOWING THREE (3) COURSES: (1) THENCE S.00°05'30"W. ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 570.53 FEET; (2) THENCE N.89°58'48"W. 874.23 FEET; (3) THENCE N.01°02'06"W. 570.59 FEET TO SAID EAST-WEST CENTER SECTION LINE; THENCE INTO SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 THE FOLLOWING TWELVE (12) COURSES: (1) THENCE N.01°02'06"W. 236.06 FEET; (2) THENCE N.00°00'08"E. 328.96 FEET; (3) THENCE S.89°05'34"W. 72.40 FEET; (4) THENCE N.00°34'48"E. 134.36 FEET; (5) THENCE S.89°06'08"W. 324.31 FEET TO SAID EAST RIGHT-OF-WAY LINE OF NORTH 800 EAST (NEW SWEDEN ROAD); (6) THENCE N.00°34'48"E. ALONG SAID EAST RIGHT-OF-WAY LINE 271.05 FEET; (7) THENCE N.89°51'30"E. 207.00 FEET; (8) THENCE N.00°02'19"E. 177.92 FEET; (9) THENCE N.88°02'28"W. 128.64 FEET; (10) THENCE N.02°36'22"E. 51.80 FEET; (11) THENCE S.88°28'06"W. 78.58 FEET TO SAID EAST RIGHT-OF-WAY LINE OF SAID NORTH 800 EAST (NEW SWEDEN ROAD); (12) THENCE N.00°34'48"E. ALONG SAID EAST RIGHT-OF-WAY LINE 130.46 FEET TO THE POINT OF BEGINNING.





# Construction Search

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Well Information Summary...86 well(s)

Doc	Contact	D-Tag	Const. Date	Total Depth	Address	Drilling Co.	Twp	Rng	Sec	Tract	Sub	Lot
<a href="#">Well Log</a>	COMFORT CONSTRUCTION(Owner/Operator)	D0043772	2006-08-28	160	1592 N 750 E	JODY DENNING WELL DRILLING INC	01N	37E	17	NENW	MILL HOLLOW	
<a href="#">Well Log</a>	IDEAL BUILDERS INC(Owner/Operator)	D0035163	2004-10-25	140	1588 N 775 E	MARK R MITCHELL	01N	37E	17	NWNE	DIV 1 MEADOW ESTATES	4
<a href="#">Well Log</a>	RUSSELL BATT CONSTRUCTION(Owner/Operator)	D0059807	2011-04-05	180	1587 N 750	DANIEL DENNING DRILLING INC	01N	37E	17	NWNW		
<a href="#">Well Log</a>	SCOTT BRISCO CONSTRUCTION(Owner/Operator)	D0065566	2014-10-07	160	1595 N 750 E	DANIEL DENNING DRILLING INC	01N	37E	17	NENW		
<a href="#">Well Log</a>	WOODVILLE COMMUNITY WELL(Owner/Operator)		1953-07-30	172		BUCHANAN WELL DRILLING	01N	37E	17			
<a href="#">Well Log</a>	WOODVILLE WATER & SEWER DISTRICT(Owner/Operator)	D0004065	1997-12-12	305		HIGH PLAINS DRILLING INC	01N	37E	17	NESW		
<a href="#">Well Log</a>	WOODVILLE WATER & SEWER DISTRICT(Owner/Operator)	D0004064	1997-12-12	420		HIGH PLAINS DRILLING INC	01N	37E	17	NESW		
<a href="#">Well Log</a>	WOODVILLE WATER & SEWER DISTRICT(Owner/Operator)	D0011069	1999-10-20	252	WOODVILLE	INDEPENDENT DRILLING	01N	37E	17	SENW		
<a href="#">Well Log</a>	BOB ADOLPHSON(Owner/Operator)	D0037865	2005-12-05	150	1587 N 760 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NENW		
<a href="#">Well Log</a>	ROD ALBERTSON(Owner/Operator)	D0068016	2015-03-11	160	1597 N 750 E	TETON WATER WORKS LLC	01N	37E	17	NENW		
<a href="#">Well Log</a>	PERCY ANDERSON(Owner/Operator)	D0027996	2003-11-20	155	757 E 1600 N	JACK CUSHMAN DRILLING INC	01N	37E	17	NWNE		
<a href="#">Well Log</a>	CHARLES BALMFORTH(Owner/Operator)	D0091698	2023-01-03	215	E OF 754 E 1550 N	VOLLMER WELL DRILLING	01N	37E	17	SWNE		
<a href="#">Well Log</a>	ADAM BAULMFORTH(Owner/Operator)	D0075771	2018-06-30	180	725 E 1500 N	TETON WATER WORKS LLC	01N	37E	17	SESW		
<a href="#">Well Log</a>	JANICE BERINGER(Owner/Operator)	D0054841	2008-12-08	160	750 E 1500 N	JACK CUSHMAN DRILLING INC	01N	37E	17	NENW		
<a href="#">Well Log</a>	CHARLES BIERMANN(Owner/Operator)	D0033016	2004-07-09	150	775 E 1580 N	JACK CUSHMAN DRILLING INC	01N	37E	17	NENE		

Exhibit  
A-7

Doc	Contact	D-Tag	Const. Date	Total Depth	Address	Drilling Co.	Twp	Rng	Sec	Tract	Sub	Lot
<a href="#">Well Log</a>	REX BLAU(Owner/Operator)	D0037381	2005-08-04	150	1580 N 769 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NWNW		
<a href="#">Well Log</a>	STAN BOHMAN(Owner/Operator), KATHY BOHMAN(Owner/Operator)	D0026552	2003-02-13	150	738 E 1550 N	TETON WATER WORKS LLC	01N	37E	17	NWSW		
<a href="#">Well Log</a>	DEVIN BOWMAN(Owner/Operator)	D0081949	2020-07-16	98	805 N 825 E	DANIEL DENNING DRILLING INC	01N	37E	17	SESW		
<a href="#">Well Log</a>	BEN BRISCOE(Owner/Operator)	D0032749	2004-07-13	150	1584 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NWNW		
<a href="#">Well Log</a>	BEN BRISCOE(Owner/Operator)	D0036118	2005-04-13	142	1597 N 775 E MEADOW LANE & NORTH COUNTY LINE ROAD	MARK R MITCHELL	01N	37E	17	NWNE	MEADOW ESTATES	1
<a href="#">Well Log</a>	ESTER BROOK(Owner/Operator)	D0035755	2005-02-16	150	1596 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NENE		
<a href="#">Well Log</a>	ALLEN CANNON(Owner/Operator)	D0036069	2005-04-25	180	707 E 1500 N	TETON WATER WORKS LLC	01N	37E	17	NWNE		
<a href="#">Well Log</a>	PETER M CANNON(Owner/Operator)		9999-12-31	157		IRVING KENDLE WELL DRILLING & PUMP CO	01N	37E	17	NESE		
<a href="#">Well Log</a>	SETH CANNON(Owner/Operator)	D0063418	2013-09-19	180	703 E 1500 N	TETON WATER WORKS LLC	01N	37E	17	SWSW		
<a href="#">Well Log</a>	ALAN M CANNON JR(Owner/Operator)		9999-12-31	143		IRVING KENDLE WELL DRILLING & PUMP CO	01N	37E	17	NENE		
<a href="#">Well Log</a>	ALLEN CHRISTENSEN(Owner/Operator)	D0044299	2006-09-14	148	1594 N 750 E	TETON WATER WORKS LLC	01N	37E	17	NWNE	WEST MEADOWS	
<a href="#">Well Log</a>	ALLEN CHRISTENSEN(Owner/Operator)	D0089929	2021-12-03	220	729 E 1600 N	TETON WATER WORKS LLC	01N	37E	17	NENW		
<a href="#">Well Log</a>	HANS DEEDE(Owner/Operator)	D0037768	2006-02-01	145	1540 N 800 E	JODY DENNING WELL DRILLING INC	01N	37E	17	NESE	J J PARK	2
<a href="#">Well Log</a>	JOSH DENNING(Owner/Operator)	D0037872	2005-11-15	145	763 E 1580 N	TETON WATER WORKS LLC	01N	37E	17	SESE		
<a href="#">Well Log</a>	MIKE DOWNS(Owner/Operator)	D0032748	2004-06-17	145	1586 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NWNE		
<a href="#">Well Log</a>	KEVIN FORBUSH(Owner/Operator)	D0027146	2003-06-09	145	1581 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NWNW		
<a href="#">Well Log</a>	KEVIN FORBUSH(Owner/Operator)	D0037956	2006-01-11	155	1580 N 760 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NWNW		

Doc	Contact	D-Tag	Const. Date	Total Depth	Address	Drilling Co.	Twp	Rng	Sec	Tract	Sub	Lot
<a href="#">Well Log</a>	LAYNE GRAVATT(Owner/Operator)	D0049508	2008-07-21	160	1583 N 750 E	JODY DENNING WELL DRILLING INC	01N	37E	17	NENW	WEST MEADOWS	2
<a href="#">Well Log</a>	JADE GROVER(Owner/Operator)		1992-10-26	145	1528 N 800 E	VOLLMER WELL DRILLING	01N	37E	17	SESE		
<a href="#">Well Log</a>	TROY HALTER(Owner/Operator)	D0045797	2007-04-16	143	750 E	INDEPENDENT DRILLING	01N	37E	17	NENW	MEADOW ESTATES	8
<a href="#">Well Log</a>	BERT H HANSEN(Owner/Operator)		1984-12-12	140		DENNING WELL DRILLING INC	01N	37E	17	NWNE		
<a href="#">Well Log</a>	LARRY HASLAM(Owner/Operator), LAVORE HASLAM(Owner/Operator)		1996-04-23	170	WOODVILLE	TETON WATER WORKS LLC	01N	37E	17	SWNW		
<a href="#">Well Log</a>	LAVORE HASLAM(Owner/Operator)		1987-06-24	170		DENNING WELL DRILLING INC	01N	37E	17	SWSW		
<a href="#">Well Log</a>	HOWARD HILL(Owner/Operator)		1976-01-02	150		DENNING WELL DRILLING INC	01N	37E	17	NENE		
<a href="#">Well Log</a>	MEL WHEELER(Owner/Operator), STEVE HILL(Representative)		1993-07-27	165		JACK CUSHMAN DRILLING INC	01N	37E	17	NWSE		
<a href="#">Well Log</a>	MEL WHEELER(Owner/Operator), STEVE HILL(Representative)		1993-12-07	180		JACK CUSHMAN DRILLING INC	01N	37E	17	NWSE		
<a href="#">Well Log</a>	STEVE HILL(Owner/Operator)		1994-07-15	150	WOODVILLE RD	JACK CUSHMAN DRILLING INC	01N	37E	17	NWSE		
<a href="#">Well Log</a>	BRIAN HUNTSMAN(Owner/Operator)		1993-10-01	140		JODY DENNING WELL DRILLING INC	01N	37E	17	SESW		
<a href="#">Well Log</a>	DANTE HUNTSMAN(Owner/Operator)		1995-07-26	135		JODY DENNING WELL DRILLING INC	01N	37E	17	SESW		
<a href="#">Well Log</a>	JADE HUNTSMAN(Owner/Operator)	D0071404	2016-11-21	155	739 E 1500 N	JODY DENNING WELL DRILLING INC	01N	37E	17	SESW		
<a href="#">Well Log</a>	PETER KIDD(Owner/Operator)		1973-08-20	118		BARRUS DRILLING & PUMP	01N	37E	17	NENE		
<a href="#">Well Log</a>	PETER KIDD(Owner/Operator)	D0026888	2003-04-11	140	789 E 1600 N	MARK R MITCHELL	01N	37E	17	NENE		
<a href="#">Well Log</a>	KARL KOTTER(Owner/Operator)			0		IRVING KENDLE WELL DRILLING & PUMP CO	01N	37E	17	NENW		
<a href="#">Well Log</a>	KEITH KOTTER(Owner/Operator)	D0026575	2003-03-04	180	1597 N 700 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NWNW		
<a href="#">Well Log</a>	DAYNON LEAVITTE(Owner/Operator)	D0044333	2006-08-24	155	1588 N 750 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NENW		

Doc	Contact	D-Tag	Const. Date	Total Depth	Address	Drilling Co.	Twp	Rng	Sec	Tract	Sub	Lot
<a href="#">Well Log</a>	ORLANDO LOPEZ(Owner/Operator)	D0024223	2002-07-12	200	RT#1 BOX 320	VOLLMER WELL DRILLING	01N	37E	17	NENW		
<a href="#">Well Log</a>	WALLY MARSDEN(Owner/Operator)	D0065338	2014-04-11	145	1524 N 800 E	INDEPENDENT DRILLING	01N	37E	17	SESE		
<a href="#">Well Log</a>	RYAN MARTIN(Owner/Operator)	D0032184	2004-01-21	150	1583 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NENE		
<a href="#">Well Log</a>	JOHN MC CULLOUGH(Owner/Operator)		1996-10-31	136		INDEPENDENT DRILLING	01N	37E	17	NENE		
<a href="#">Well Log</a>	ANN MILLER(Owner/Operator), MIKE MILLER(Owner/Operator)		1991-10-01	135	WOODVILLE	BARRUS DRILLING & PUMP	01N	37E	17	SESW		
<a href="#">Well Log</a>	ANN MILLER(Owner/Operator), MIKE MILLER(Owner/Operator)	D0004045	1997-08-28	135	WOODVILLE (EXISTING WELL)	BARRUS DRILLING & PUMP	01N	37E	17	SESW		
<a href="#">Well Log</a>	TRAVIS MITCHELL(Owner/Operator)	D0055134	2009-09-09	150	1584 N 760 E	DANIEL DENNING DRILLING INC	01N	37E	17	SENE		
<a href="#">Well Log</a>	SANDY MUELLER(Owner/Operator)	D0044124	2006-07-17	160	1582 N 750 E	TETON WATER WORKS LLC	01N	37E	17	NWNE	WEST MEADOW	
<a href="#">Well Log</a>	LARRY C MURRAY(Owner/Operator)		1991-09-16	145		DENNING WELL DRILLING INC	01N	37E	17	SESE		
<a href="#">Well Log</a>	CHRIS NELSON(Owner/Operator)	D0035748	2004-11-30	140	1585 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	SWSW		
<a href="#">Well Log</a>	KAY NELSON(Owner/Operator)	D0021151	2001-06-09	140	1592 NORTH 800 EAST	TETON WATER WORKS LLC	01N	37E	17	NENE		
<a href="#">Well Log</a>	AARON OATS(Owner/Operator)	D0035881	2005-02-18	150	1594 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NWNW		
<a href="#">Well Log</a>	DALE OLSEN(Owner/Operator)	D0036109	2005-04-12	150	1585 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NENE		
<a href="#">Well Log</a>	JAMES PHILLIPS(Owner/Operator)	D0062523	2012-05-29	184	158 N 750 E	DANIEL DENNING DRILLING INC	01N	37E	17	NENW		
<a href="#">Well Log</a>	KENNETH R RAGAN(Owner/Operator)		1979-03-26	130		BARRUS DRILLING & PUMP	01N	37E	17	SWSE		
<a href="#">Well Log</a>	MARK RAGAN(Owner/Operator)	D0062938	2014-05-13	220	760 E 1500 N	JODY DENNING WELL DRILLING INC	01N	37E	17	SWSE		
<a href="#">Well Log</a>	TIA RICKABAUGH(Owner/Operator)	D0096843	2023-05-01	240	1551 N 700 E	TETON WATER WORKS LLC	01N	37E	17	SWNW		
<a href="#">Well Log</a>	DEE L RISENMAY(Owner/Operator)		1972-04-22	123		BARRUS DRILLING & PUMP	01N	37E	17	NENE		
<a href="#">Well Log</a>	TOM RUNDFT(Owner/Operator)		1981-11-30	144		DOUG CUSHMAN DRILLING CO	01N	37E	17	SESE		



Doc	Contact	D-Tag	Const. Date	Total Depth	Address	Drilling Co.	Twp	Rng	Sec	Tract	Sub	Lot
<a href="#">Well Log</a>	KEVIN SHEA(Owner/Operator)	D0032142	2003-12-17	155	771 E 1580 N	JACK CUSHMAN DRILLING INC	01N	37E	17	NENW		
<a href="#">Well Log</a>	GEORGE SIEMS(Owner/Operator)		1977-01-14	165		BUCHANAN WELL DRILLING	01N	37E	17	SWSW		
<a href="#">Well Log</a>	SCOTT SUMMERS(Owner/Operator)	D0035009	2004-09-29	150	1592 N 775 E	JODY DENNING WELL DRILLING INC	01N	37E	17	SWNE		3
<a href="#">Well Log</a>	STEVEN TYBER(Owner/Operator)	D0026514	2003-02-13	155	1589 n 775 e	JACK CUSHMAN DRILLING INC	01N	37E	17	NENE		
<a href="#">Well Log</a>	RYAN WATTENBAGER(Owner/Operator)	D0037420	2005-07-25	155	1593 N 760 E	JODY DENNING WELL DRILLING INC	01N	37E	17	NWNE	MEADOW ESTATES	3
<a href="#">Well Log</a>	KEITH WEIMER(Owner/Operator), AMY WEIMER(Owner/Operator)	D0048891	2007-09-19	150	1596 N 750 E	INDEPENDENT DRILLING	01N	37E	17	NWSE	WEST MEADOW	2
<a href="#">Well Log</a>	DOREEN WHEELER(Owner/Operator)	D0045838	2007-04-17	160	1598 N 750 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NENW		
<a href="#">Well Log</a>	MEL WHEELER(Owner/Operator)		1995-07-25	155		JACK CUSHMAN DRILLING INC	01N	37E	17	NWSW		
<a href="#">Well Log</a>	MEL WHEELER(Owner/Operator)		1996-06-27	150		JACK CUSHMAN DRILLING INC	01N	37E	17	NWSW		
<a href="#">Well Log</a>	TAWN WHEELER(Owner/Operator)	D0026326	2003-01-24	155	1593 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NENE		
<a href="#">Well Log</a>	TAWN WHEELER(Owner/Operator)	D0044332	2006-08-21	160	1593 N 775 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NENW		
<a href="#">Well Log</a>	TAWN & DOREEN WHEELER(Owner/Operator)	D0037584	2005-08-30	145	1589 N 760 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NENW		
<a href="#">Well Log</a>	MEL WHEELER (CONTRACTOR) (Owner/Operator)	D0033019	2004-07-19	150	773 E 1580 N	JACK CUSHMAN DRILLING INC	01N	37E	17	NENE		
<a href="#">Well Log</a>	ANDREW WICHMAN(Owner/Operator)	D0037380	2005-08-02	155	1586 N 760 E	JACK CUSHMAN DRILLING INC	01N	37E	17	SENE		
<a href="#">Well Log</a>	CHAD WINWARD(Owner/Operator)	D0058725	2011-09-07	165	APPROX 1586 N 750 E	JODY DENNING WELL DRILLING INC	01N	37E	17	NENW		
<a href="#">Well Log</a>	CHASE WRAY(Owner/Operator)	D0037377	2005-07-27	160	1582 N 760 E	JACK CUSHMAN DRILLING INC	01N	37E	17	NWNW		
<a href="#">Well Log</a>	HIPOLITO YANEZ(Owner/Operator)	D0084333	2021-08-02	158	1588 N 800 E	JAKE DENNING DRILLING INC	01N	37E	17	NENE		

Showing 1 to 86 of 86 entries

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## Caden Fuhriman

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**From:** Scott Barry <sbarry@eirsd.org> on behalf of Scott Barry  
**Sent:** Friday, November 15, 2024 10:22 AM  
**To:** Caden Fuhriman; Addie Jo Jackman; Brian Powell  
**Cc:** Tiffany Olsen; Alan Giesbrecht; Niel Humphreys - Eagle Rock Engineering; Jalan Fuhriman; Curtis Johnson; Nate Clark  
**Subject:** RE: North River Estates EIRSD Commitment to Serve

Brian and I discussed this we see no problem giving a commitment to serve letter at the Dec. 17<sup>th</sup> board meeting.



Sincerely,

Scott Barry  
Eastern Idaho Regional Sewer District  
EIRSD  
618 E 1250 N  
Shelley, ID 83274  
208-357-1839

**From:** Caden Fuhriman <cfuhriman@eaglerockengineering.com>  
**Sent:** Friday, November 15, 2024 9:31 AM  
**To:** Scott Barry <sbarry@eirsd.org>; Addie Jo Jackman <AJackman@binghamid.gov>  
**Cc:** Tiffany Olsen <TOlsen@binghamid.gov>; Alan Giesbrecht <ASG@jub.com>; Niel Humphreys - Eagle Rock Engineering <nhumphreys@eaglerockengineering.com>; Jalan Fuhriman <jfuhriman@eaglerockengineering.com>; Curtis Johnson <curtis@rockwellhomes.net>; Nate Clark <nate@rockwellhomes.net>  
**Subject:** North River Estates EIRSD Commitment to Serve

Scott,

I have been working with Bingham County Planning and Zoning for the North River Estates Development and we are scheduled to be on their December 14<sup>th</sup> P&Z Commission Meeting. As part of our application, we needed the Commitment to Serve letter from EIRSD before the December 14<sup>th</sup> meeting. We anticipated having this on the EIRSD board meeting concurrently with the Annexation Public Hearing originally scheduled for November 19<sup>th</sup>. The EIRSD Board meeting was held one week before that on November 12<sup>th</sup> and we did not have the Commitment to Serve on the agenda, however, the annexation was approved. We are going to be on the next EIRSD Board meeting agenda on December 18<sup>th</sup> to gain the Commitment to Serve. When we originally presented for the Commitment to Serve at the EIRSD Board meeting in September, the board mentioned that they would grant us the Commitment to Serve but part of the property would first have to be annexed.

With the annexation complete, do you believe there is any reason that we wouldn't receive the Commitment to Serve on December 18<sup>th</sup>?

I know that the board has to be the one that approves the Commitment to Serve so we will have to wait until the December 18<sup>th</sup> meeting for the formal letter, would you anticipate that we will receive that Commitment to Serve on the December 18<sup>th</sup> board meeting?

Thank you for your time and help with this!

Caden Fuhriman, P.E.

Sr. Civil Engineer/Project Manager

Eagle Rock Engineering & Land Surveying

1331 Fremont Avenue

Idaho Falls, ID 83402

Phone (208) 542-2665

Cell (208) 709-4295

[cfuhriman@eaglerockengineering.com](mailto:cfuhriman@eaglerockengineering.com)



## Caden Fuhriman

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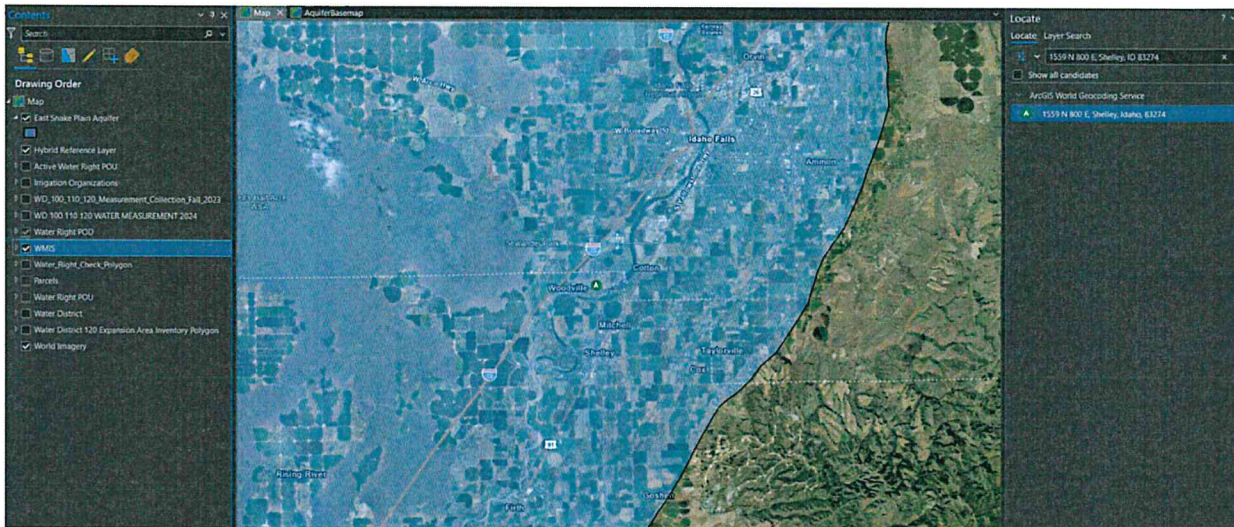
**From:** Wood, Tanner <Tanner.Wood@idwr.idaho.gov> on behalf of Wood, Tanner  
**Sent:** Friday, November 15, 2024 10:02 AM  
**To:** Caden Fuhriman  
**Subject:** RE: North River Estates Application Materials

Hi Caden,

I included a screenshot below showing the potential development is within the boundaries of the Eastern Snake Plain Aquifer.

Let me know if you have any questions,

Tanner Wood



**From:** Caden Fuhriman <cfuhriman@eaglerockengineering.com>  
**Sent:** Friday, November 15, 2024 9:47 AM  
**To:** Wood, Tanner <Tanner.Wood@idwr.idaho.gov>  
**Cc:** Jalan Fuhriman <jfuhriman@eaglerockengineering.com>  
**Subject:** FW: North River Estates Application Materials

**CAUTION:** This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Tanner,

Please see the email chain below. Can you please provide a response that this is proposed subdivision falls within the boundaries of an existing aquifer that they could potentially drill to for their potable water source?

Thanks,

Caden Fuhriman, P.E.  
Eagle Rock Engineering & Land Surveying  
Cell (208) 709-4295  
cfuhriman@eaglerockengineering.com

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**From:** Caden Fuhriman <[cfuhriman@eaglerockengineering.com](mailto:cfuhriman@eaglerockengineering.com)>  
**Sent:** Wednesday, November 13, 2024 10:17 AM  
**To:** 'ryan.tracy@idwr.idaho.gov' <[ryan.tracy@idwr.idaho.gov](mailto:ryan.tracy@idwr.idaho.gov)>  
**Cc:** Jalan Fuhriman <[jfuhriman@eaglerockengineering.com](mailto:jfuhriman@eaglerockengineering.com)>; Paul Snarr ([psnarr@eaglerockengineering.com](mailto:psnarr@eaglerockengineering.com)) <[psnarr@eaglerockengineering.com](mailto:psnarr@eaglerockengineering.com)>; 'nhumphreys@eaglerockengineering.com' <[nhumphreys@eaglerockengineering.com](mailto:nhumphreys@eaglerockengineering.com)>  
**Subject:** FW: North River Estates Application Materials

Ryan,

Thanks for the conversation earlier. I have attached the preliminary plat with the project location and the comment highlighted below from Bingham County. As we discussed, I believe we just need something that verifies there is a water source that a well could be drilled to access said water. At this time, I know it is not possible to guarantee the quantity or quality of water but that there technically is an aquifer that they can drill to. I have not had a chance to discuss this with Addie Jo but have left a message with her.

Thanks,

Caden Fuhriman, P.E.  
Eagle Rock Engineering & Land Surveying  
Cell (208) 709-4295  
cfuhriman@eaglerockengineering.com

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**From:** Curtis Johnson <[curtis@rockwellhomes.net](mailto:curtis@rockwellhomes.net)>  
**Sent:** Wednesday, November 13, 2024 7:11 AM  
**To:** Niel Humphreys - Eagle Rock Engineering <[nhumphreys@eaglerockengineering.com](mailto:nhumphreys@eaglerockengineering.com)>; Caden Fuhriman <[cfuhriman@eaglerockengineering.com](mailto:cfuhriman@eaglerockengineering.com)>; Nate Clark <[nate@rockwellhomes.net](mailto:nate@rockwellhomes.net)>  
**Subject:** Fwd: North River Estates Application Materials

See comments below for north river estates

Thanks,

Curtis Johnson  
Rockwell Homes Idaho

\*\* this email was written from my mobile device, please forgive me for any typos \*\*

----- Forwarded message -----

From: **Addie Jo Jackman** <[AJackman@binghamid.gov](mailto:AJackman@binghamid.gov)>

Date: Tue, Nov 12, 2024 at 4:21 PM

Subject: North River Estates Application Materials

To: Curtis Johnson <[curtis@rockwellhomes.net](mailto:curtis@rockwellhomes.net)>

CC: Tiffany Olsen <[TOlsen@binghamid.gov](mailto:TOlsen@binghamid.gov)>, Ashley Taylor <[ATaylor@binghamid.gov](mailto:ATaylor@binghamid.gov)>

Good Afternoon Curtis,

In our review of the North River Estates Subdivision Application and related documents, we noticed a few items that we need to have you clarify or amend.

Those items are as follows:

1. On the Application, Page 1, it says Rockwell Homes LLC is the property owner. The County's GIS, the Quitclaim Deed, and the Idaho Secretary of State shows the property owner is Rockwell Homes Inc. This will need to be changed on the Application to reflect the correct ownership.
2. The RP No. needs to be changed to RP044907 on the Application, Page 1.
3. On Page 2 of the Application, there were 2 designated agents identified. Can you either pick one please? If you are not sure which person is going to speak on behalf of the Application, indicate "either/or" on the Application.
4. Can you clarify if the signature on the Application is yours or Caden Fuhriman's.
5. The Plat doesn't state what the zoning is of the adjacent properties. Your narrative talks about it, but it is not on the Plat. Adjacent zones appear to consist of R/A, A and M1. Please update.
6. Pursuant to Bingham County Code Section 10-14-4(A)(17), a statement from the Idaho Department of Water Resources is necessary where the development desires individual wells and that an adequate developable water source exists to provide service for the subdivision.
7. There was no irrigation plan provided outside of the Plat indicating lots shall have irrigation assessed by the Woodville Canal Company and delivered through a pressurized system. A letter stating how many water rights or shares are associated with the property is needed from the Woodville Canal Company or a copy of the Shares/Certificates of Stock can be provided. Woodville Canal Company will need to provide written permission to modify the existing irrigation system to a pressurized system and if that system is buried or open (see also #9).
8. The Narrative needs to include if the ditch is going to be buried or remain open.
9. The Plat should state if the pressurized system is going to be buried or remain open.
10. Can you provide explanation regarding the private road that runs through the proposed subdivision? Such as, will it remain a private road and be gravel? Will it be paved? Who has legal access to use it? The Planning and Zoning Commission will likely ask if you have had conversations the legal users and why it isn't being proposed as part of the subdivision? You will also want to include who will maintain the private road if the subdivision is approved? We would advise updating your Narrative with this content prior to addressing it at the Public Hearing.
11. Since you are unable to comply with Bingham County Code Section 10-14-4(A)(18) and provide a statement from EIRSD that community sewer connection to their system is proposed and that their system is adequate and developable to treat the subdivision's wastewater, we would suggest adding an explanation in the Narrative that the subdivision was approved for annexation into the ERISD

boundaries on November 12 and that you anticipate to receive a Commitment to Serve letter at a subsequent EIRSD meeting.

Notices will be mailed to adjacent property owners in the next week so your quick response to the above items is most appreciated and no later than end of week.

If you have any questions, please let us know.

Thank you,



**Addie Jo Harris**  
Assistant Director & Lead Planner

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Bingham County Planning & Development  
490 North Maple Street, Suite A  
Blackfoot, ID 83221  
Direct: 208-782-3182

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**Caden Fuhriman**

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**From:** Caryl Wattenbarger <grannybear1@hotmail.com> on behalf of Caryl Wattenbarger  
**Sent:** Friday, November 15, 2024 8:43 AM  
**To:** cfuhriman@eaglerockengineering.com  
**Subject:** water rights

The Woodville Canal Co is transferring 44 water shares to Rockwell Homes, Inc. for the 44 acres.

When the water leaves the canal it is up to the owners to do what they need to do with it.

Since this is a private ditch the owners can bury the pipe or leave it open.

Sincerely

Deverle Wattenbarger  
Woodvile Canal President