

Bingham County

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

File No. 3237

Application Date November 27, 2024

APPLICATION FOR SUBDIVISION PLAT

SUBDIVISION NAME: School View Estates

Property Owner(s) Name: Rivin LLC Phone: (208) 681-2367

Address: 548 W 75 S City/Zip: Blackfoot, ID 83221

Property Owner Email: jldespain2595@q.com Developer Email: jldespain2595@q.com

Developer Name Joseph Despain Phone: (208) 681-2367

Address 548 W 75 S City/Zip Blackfoot ID 83221

Location and Legal Description

Township Range Section Acreage 2.84 Proposed # of Lots 5

NOTE: ATTACH "RECORDED" DEED

Existing Zone

Submit:

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

Application Fees:

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

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



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

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

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

Designated Agent: Harper-Levitt Engineering

Property Owner Signature: Joseph S. Deppa Date: 11/27/24

Property Owner Signature: _____ Date: _____

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

Applicant(s):

Signature: Joseph S. Deppa Date: 11/27/24

Signature: _____ Date: _____

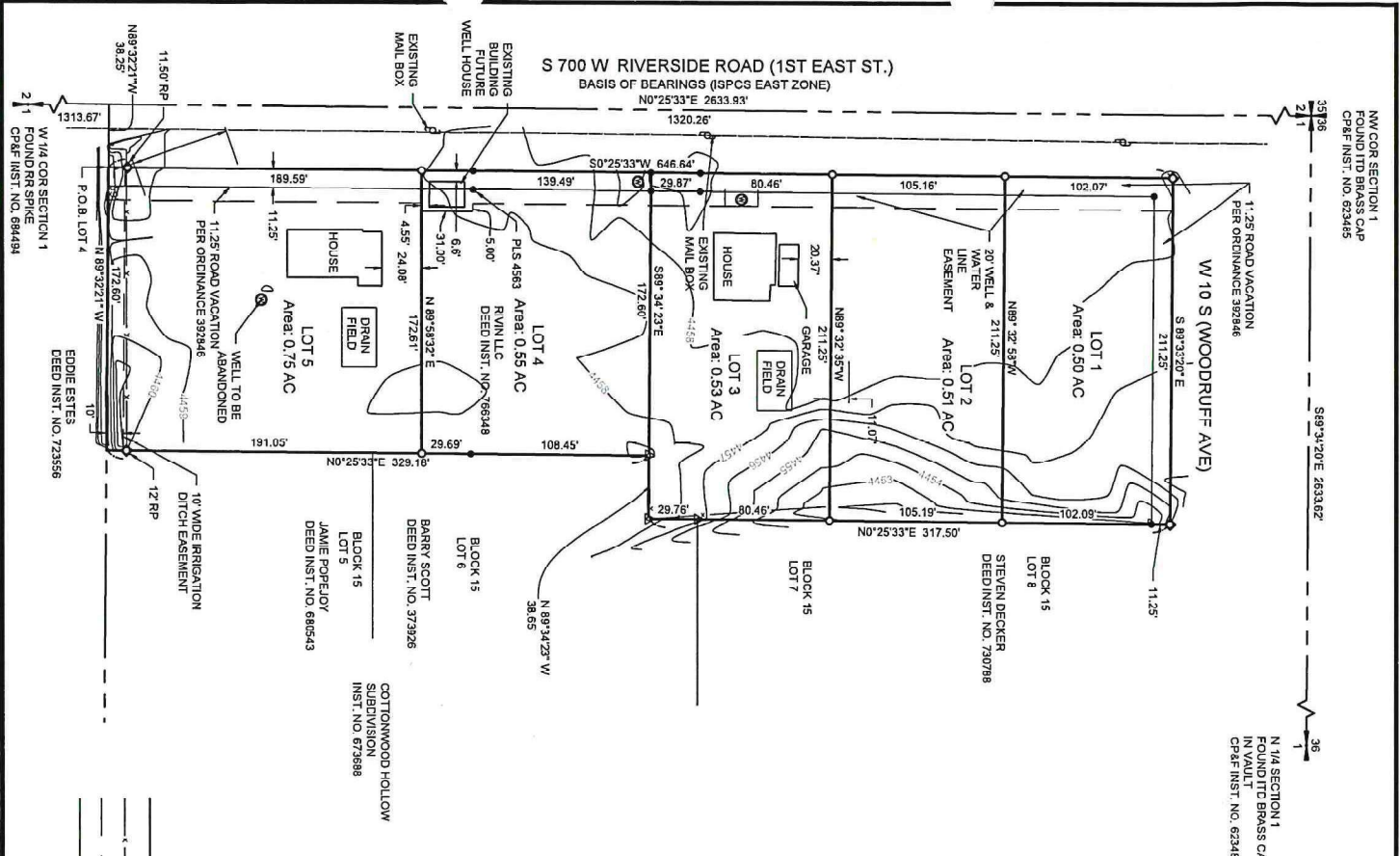
SCHOOL VIEW ESTATES SUBDIVISION NARRATIVE:

This proposed 5 Lot Subdivision is a 2.84 acre parcel of land located in the Riverside Townsite that has two existing residences. It is currently zoned Residential and is located approximately 5.2 miles West of Blackfoot on Highway 39, then just a tenth of a mile South of Highway 39 on S 700 W. It will have 5 Residential Lots. Lot 1 will have direct access to W 10 S and Lots 2-5 will have direct access to the County Road, S 700 W. The Lots will have shared wells and individual Septic Systems. The Lots will have no irrigation water rights. The new lots range from 0.50 – 0.75 acres each. All the surrounding property is currently zoned (R) and (C1). The remaining surrounding properties are Single-Family Residential and Neighborhood Commercial. The new lots fit the Current zoning requirements and would not be out of place among the surrounding Subdivisions and residential parcels in the vicinity.

There will need to be an amendment to the Comprehensive Plan for this parcel. The following are the reasons the amendment should be considered.

- (1) **Suitability of parcel for residential purposes:** This land is currently zoned residential and has two existing residences on it.
- (2) **Proximity to existing area of similar population density:** The population density of the area conforms with the requested amendment and existing zoning and land use. With a Commercial zone neighboring to the Northeast, and Residential zone to the South and West.
- (3) **Lot size compatible with existing area of similar population density:** The proposed amendment would allow for similar sized lots in the area. The Comprehensive plan does not currently match the existing zoning and use.
- (4) **Compatible with the existing uses in the immediate area:** Parcels within this area are compatible and comparable with an “R” designation, as this parcel and surrounding parcels are already zoned for “R”
- (5) **Protection from incompatible uses:** Parcels in this area are a mix of residential and commercial, and the amendment would be compatible with existing uses.
- (6) **Accessibility to adequate utilities:** There are adequate utilities in the area including power, communication and natural gas near the parcel.
- (7) **Adequate service by roadways:** The property is bordered by County Roads W 10 S on the North and S 70 W to the West. Access will be available to W 10 S on the North of Lot 1 and to S 70 W on the West by Lots 2-5.

Exhibit
A-2



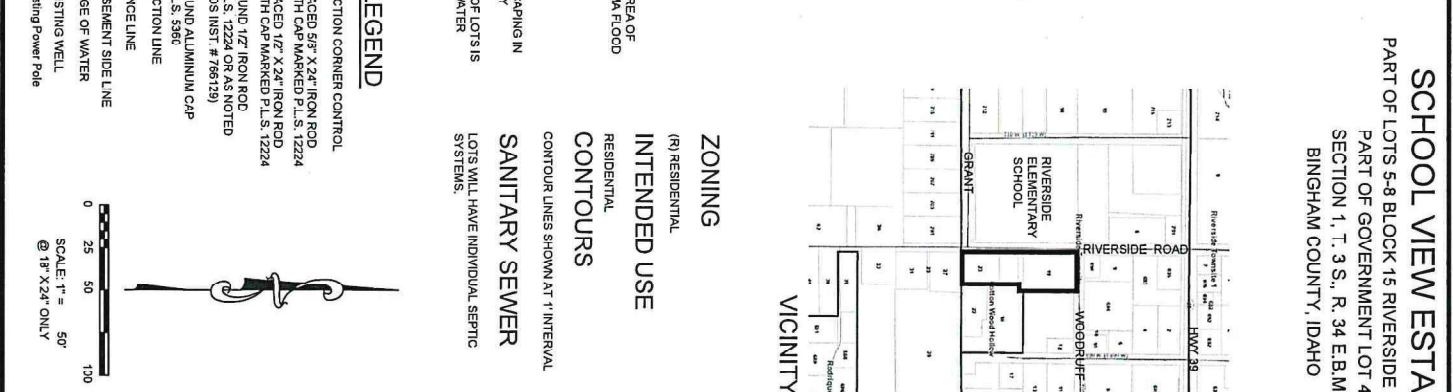
SUBDIVISION INFORMATION
 TOTAL LOTS: 5
 AVERAGE SIZE: 0.57 ACRES
 TOTAL ACRES: 2.84 ACRES

OWNER/DEVELOPER
 OWNERS: RIVN LLC
 JOSEPH DESPAIN 75%
 ANTHONY JEMMETT 25%
 BLACKFOOT ID 83221
 PHONE # 208-681-2367

ENGINEER/SURVEYOR
 HLE INCORPORATED
 800 W. JUDICIAL ST.
 BLACKFOOT, ID 83221
 LURE, JOLLEY, ENGINEER
 CHRIS STREET, SURVEYOR

FLOOD PLAIN
 PROPERTY IS IN A ZONE C AREA OF MINIMAL FLOODING PER FEMA FLOOD PANEL 160104D25C
 EFFECTIVE DATE: 11/15/1979

NOTES:
 NO STRUCTURES OR LANDSCAPING IN LOTS 1-3
 20' EASEMENT ALONG WEST OF LOTS 1-3 FOR CULINARY WELLS AND WATER LINES



ZONING
 (R) RESIDENTIAL
INTENDED USE
 RESIDENTIAL

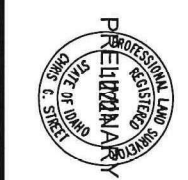
CONTOURS
 CONTOUR LINES SHOWN AT 1' INTERVAL
 LOTS WILL HAVE INDIVIDUAL SEPTIC SYSTEMS.

SANITARY SEWER
 NEAREST COMMUNITY WATER/SEWER

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

CULINARY WATER
 LOTS WILL HAVE SHARED WELLS. LOTS 1-3 WILL SHARE A SINGLE WELL AND LOTS 4 & 5 WILL SHARE A SINGLE WELL.

IRRIGATION WATER
 LOTS WILL NOT HAVE IRRIGATION WATER RIGHTS



PRELIMINARY PLAT
SCHOOL VIEW ESTATES

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

Exhibit
A-3

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

hleinc.com

OWNER	DESIGNER	DATE
DATE	NO.	DATE
208-64259	1	November 21, 2024

SHEET NO. 1 OF 2 SHEETS

SCHOOL VIEW ESTATES
 PART OF LOTS 5-8 BLOCK 15 RIVERSIDE TOWNSITE
 PART OF GOVERNMENT LOT 4
 SECTION 1, T. 3 S., R. 34 E.B.M.
 BINGHAM COUNTY, IDAHO



SCHOOL VIEW ESTATES
 PART OF LOTS 5-8 BLOCK 15 RIVERSIDE TOWNSITE
 PART OF GOVERNMENT LOT 4
 SECTION 1, T. 3 S., R. 34 E.B.M.
 BINGHAM COUNTY, IDAHO

OWNERS DEDICATION

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

Part of Lots 5-8, Block 15 of the Riverside Townsite and Vacated portion of 10 South and 700 West all located in Government Lot 4 of Section 1, Township 3 South Range 34 East B.M. Bingham County, Idaho described as:

Commencing at the West 1/4 corner of Section 1; Thence along West line of said Section, N 00°25'33" E 1313.67 feet to the Southwest corner of said Government Lot 4; Thence along the south line of said Lot 4, S 89°22'21" E 38.25 feet to a point on the Eastern Right of Way of S 700 W Riverside Road, point being the Point of Beginning. Thence along said Right of Way, N 00° 25' 33" E 648.64 feet to a Point on the Southern Right of Way of W 10 S; Thence along said Right of Way, S 89° 33' 2" E 211.25 feet to the Northwest corner of Deed Inst. No. 766348. Thence along East line of said Deed, S 00° 25' 33" W 317.50 feet to a point on the exterior boundary of Cottonwood Subdivision. Thence along said boundary following the (2) courses: (1) 89° 34' 23" W 39.85 feet; (2) Thence, S 00° 25' 33" W 328.18 feet to said south line of Government Lot 4, Thence along said south line, N 89° 32' 21" W 172.50 feet to the Point of Beginning.
 Parcel contains 2.84 Acres more or less

Have caused the same to be subdivided into lots and block, and do hereby warrant and save the county of Bingham harmless from any existing easements or encumbrances. It is the intention of the owner to include all of the land described in the boundary description in the plat. The location and dimensions of the lots and block are to be as shown on the accompanying map of the property. The easements shown, are not, dedicated to the public, but the right to use said easements is hereby perpetually reserved to the public for public utilities, roadway slopes and drainage or for any other use designated on the plat and no structures other than those for such utility purposes are to be erected within the lines of said easements. The individual lots described in this Plat will be served by shared walls. Lots 1-3 will share a single wall located on lot 3 and Lots 4-5 will share a single wall located on Lot 4.

In compliance with the disclosure requirements of Idaho code 31-3805(2), Irrigation water is not apportionment and has not been provided for by the owner.

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

RIVIN LLC
 JOE DESPAIN MANAGER

TREASURERS CERTIFICATE

I the undersigned County Treasurer in and for the County of BINGHAM, State of Idaho, per the requirements of Idaho Code 50-1308, do hereby certify that all county property taxes due for the property included in this project are current.

County Treasurer _____ Date _____

ZONING APPROVAL

The accompanying subdivision plat was reviewed and approved by the planning and zoning commission of the County of Bingham, Idaho, this _____ day of _____, 2024.

County Treasurer _____ Date _____

CERTIFICATE OF APPROVAL

Sanitary Restrictions as required by Idaho Code Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Date _____ Health District Signature _____

COUNTY APPROVAL

This plat was duly accepted and approved by the Board of County Commissioners, Bingham County, Idaho resolution adopted this _____ day of _____, 2024.

Date _____ Chairman County Commissioners _____

ACKNOWLEDGMENT

STATE OF IDAHO
 COUNTY OF _____ }

On this _____ day of _____, 2024, before me a Notary Public, in and for said State, personally appeared Joe Despain, known or identified to me to be a managing member of RIVIN, LLC and acknowledged to me that he signed said dedication freely and voluntarily for and in behalf of said LLC.

Notary Public _____

Residing in _____

My commission expires: _____

RECORDER'S CERTIFICATE

SURVEYORS NARRATIVE

The purpose of this survey is to subdivide land into 5 residential lots. Boundary was established using plat and survey distances along with found monuments from record of survey Inst. No. 766125, includes 11.25 feet from vacation of riverside road and woodruff ave.

The Basis of Bearings for this survey is N 00°25'33" E between the W 1/4 corner and the NW corner of section 1.

SURVEY REFERENCES

- Deed Inst. No. 373926, 680543, 723556, 766348
- Record of Survey Inst. No. 766129
- CR&F Inst. No. 623485, 623486, 716242
- Cottonwood Hollow Inst. No. 672668
- Vacation Ordinance Inst. No. 392845

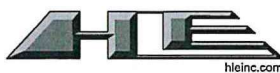


COUNTY SURVEYOR'S APPROVAL

I certify that I have examined this plat and find that it complies with Section 50-1305 of the Idaho Code.

Professional Land Surveyor _____ Date _____
 Idaho License No. 18258

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

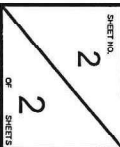


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DATE	REVISION	BY	DESCRIPTION
2024/03/29	1	ME	ISSUE
2024/03/29	2	ME	ISSUE

PLAT
SCHOOL VIEW ESTATES

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



RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 766348
BINGHAM COUNTY, IDAHO
2024-11-07 11:48:21 AM No. of Pages: 3
Recorded for: FLYING S TITLE AND ESCROW - BL
PAMELA W. ECKHARDT Fee: \$15.00
EX-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1161745-B (tr)**

Date: **November 04, 2024**

For Value Received, **Mary Jo E. Jemmett, Trustee of The Anthony and Mary Jo Jemmett Revocable Trust, dated June 15, 2021**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Rivin LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **548 West 75 South, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Tract 1

The West 200 feet of the South 69 feet of Lot 7 in Block 15, Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and together with that portion of the vacated street, lying next and adjacent to Lot 7, Block 15, Riverside Townsite, which attaches by Operation of Law as described in Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

Tract 2

The West 200 feet of the North 69 feet of Lot 7 and the West 200 feet of Lot 8 in Block 15, Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and together with that portion of the vacated street, lying next and adjacent to Lots 7 and 8, Block 15, Riverside Townsite, which attaches by Operation of Law as described in Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

Tract 3

Beginning at the NW corner of Lot 6 in Block 15 of Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and running thence East along the North line of said Lot 6, 200 feet; thence South parallel with the West line of said Lot 6, 30 feet; thence West parallel with the North line of said Lot 6, 200 feet to the West line of Lot 6; thence North along said West line, 30 feet to the point of beginning, and together with that portion of the vacated street, lying next and adjacent to Lot 6, Block 15, Riverside Townsite, which attaches by Operation of Law as described in Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

Tract 4

Lot 6 in Block 15, Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and together with that portion of the vacated street, lying next and adjacent to Lot 6, Block 15, Riverside Townsite, which attaches by Operation of Law as described in Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

LESS AND EXCEPTING THEREFROM: Beginning at the NW corner of Lot 6 in Block 15 of Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and running thence East along the North line of said Lot 6, 200 feet; thence South parallel with the West line of said Lot 6, 30 feet; thence West parallel with the North line of said Lot 6, 200 feet to the West line of Lot 6; thence North along said West line, 30 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: The East 115 feet of Lots 5 and 6 in Block 15, Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof. LESS AND EXCEPTING THEREFROM: The North 30 feet of the West 35 feet of the East 115 of said Lot 6 in Block 15. Together with that portion of the vacated street adjoining said land.

Tract 5

Lot 5 in Block 15 of Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and together with that portion of the vacated street, lying next and adjacent to Lot 5, Block 15, Riverside Townsite, which attaches by Operation of Law as described in Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

LESS AND EXCEPTING THEREFROM: The East 115 feet of Lot 5.

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

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



For: Subdivision

Job No. 24-259

Date: November 13, 2024

BY: CGS

Part of Lots 5-8, Block 15 of the Riverside Townsite and Vacated portion of 10 South and 700 West all located in Government Lot 4 of Section 1, Township 3 South Range 34 East B.M. Bingham County, Idaho described as:

Commencing at the West 1/4 corner of Section 1; Thence along West line of said Section, N 00°25'33" E 1313.67 feet to the Southwest corner of said Government Lot 4; Thence along the south line of said Lot 4, S 89°32'21" E 38.25 feet to a point on the Easterly Right of Way of S 700 W Riverside Road, point being the Point of Beginning.

Thence along said Right of Way, N 00° 25' 33" E 646.64 feet to a Point on the Southerly Right of Way of W 10 S; Thence along said Right of Way, S 89° 33' 2" E 211.25 feet to the Northeast corner of Deed Inst. No. 766348; Thence along East line of said Deed, S 00° 25' 33" W 317.50 feet to a point on the exterior boundary of Cottonwood Subdivision; Thence along said boundary the following two (2) courses; (1) N 89° 34' 23" W 38.65 feet; (2) Thence, S 00° 25' 33" W 329.18 feet to said south line of Government Lot 4; Thence along said south line, N 89° 32' 21" W 172.60 feet to the Point of Beginning.

Parcel contains 2.84 Acres more or less

GUARANTEE

Issued by

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

Exhibit
A-5



*First American Title*TM

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



*First American Title*TM

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

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

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

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

3. NO DUTY TO DEFEND OR PROSECUTE.

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

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

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

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

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

5. PROOF OF LOSS OR DAMAGE.

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

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

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

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

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

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

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY.

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

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

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

8. LIMITATION OF LIABILITY.

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

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

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

10. PAYMENT OF LOSS.

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

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

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

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

12. ARBITRATION.

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

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

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

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

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

14. NOTICES, WHERE SENT.

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



First American Title

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5010500-1164877-B

Subdivision or Proposed Subdivision: Rivin

Order No.: 1164877-B

Reference No.:

Fee: \$200.00

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

Bingham County Planning and Zoning

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

in a sum not exceeding \$200.00.

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

Tract 1

The West 200 feet of the South 69 feet of Lot 7 in Block 15, Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and together with that portion of the vacated street, lying next and adjacent to Lot 7, Block 15, Riverside Townsite, which attaches by Operation of Law as described in Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

Tract 2

The West 200 feet of the North 69 feet of Lot 7 and the West 200 feet of Lot 8 in Block 15, Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and together with that portion of the vacated street, lying next and adjacent to Lots 7 and 8, Block 15, Riverside Townsite, which attaches by Operation of Law as described in Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

Tract 3

Beginning at the NW corner of Lot 6 in Block 15 of Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and running thence East along the North line of said Lot 6, 200 feet; thence South parallel with the West line of said Lot 6, 30 feet; thence West parallel with the North line of said Lot 6, 200 feet to the West line of Lot 6; thence North along said West line, 30 feet to the point of beginning, and together with that portion of the vacated street, lying next and adjacent to Lot 6, Block 15, Riverside Townsite, which attaches by Operation of Law as described in Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

Tract 4

Lot 6 in Block 15, Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and together with that portion of the vacated street, lying next and adjacent to Lot 6, Block 15, Riverside Townsite, which attaches by Operation of Law as described in

Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

LESS AND EXCEPTING THEREFROM: Beginning at the NW corner of Lot 6 in Block 15 of Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and running thence East along the North line of said Lot 6, 200 feet; thence South parallel with the West line of said Lot 6, 30 feet; thence West parallel with the North line of said Lot 6, 200 feet to the West line of Lot 6; thence North along said West line, 30 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: The East 115 feet of Lots 5 and 6 in Block 15, Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof. LESS AND EXCEPTING THEREFROM: The North 30 feet of the West 35 feet of the East 115 of said Lot 6 in Block 15. Together with that portion of the vacated street adjoining said land.

Tract 5

Lot 5 in Block 15 of Riverside Townsite, Bingham County, Idaho, according to the recorded plat thereof, and together with that portion of the vacated street, lying next and adjacent to Lot 5, Block 15, Riverside Townsite, which attaches by Operation of Law as described in Ordinance 2018-02, recorded on January 10, 2018, as Instrument No. 693411.

LESS AND EXCEPTING THEREFROM: The East 115 feet of Lot 5.

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

Rivin LLC, an Idaho Limited Liability Company

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

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

- 2024 taxes and special assessments are an accruing lien, amounts not yet due and payable.

The first one-half becomes delinquent after December 20th of the current year, the second one-half becomes delinquent after June 20th of the following year.

Taxes which may be assessed and entered on the property roll for 2023 with respect to new improvement and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2023	\$537.34 Paid	\$537.34 Paid	RP7043800	Tract 1-2
2023	\$7.70 Paid	\$7.70 Paid	RP7043608	Tract 3
2023	\$16.07 Paid	\$16.07 Paid	RP7043607	Tract 4
2023	\$457.43 Paid	\$457.43 Paid	RP7043605	Tract 5

Homeowner's Exemption is in effect for 2023 (Tract 1-2).

- Reservations in United States Patent, recorded as Homestead Certificate No. 1291.

3. Levies and assessments of Wearyrick Ditch Co.
4. Existing rights of way, easements and franchise rights of any lot owner or public utility in place at time of vacation.
5. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded October 30, 2024, as Instrument No. 766129.

Date of Guarantee: November 13, 2024 at 7:30 A.M.



By:
Authorized Countersignature



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

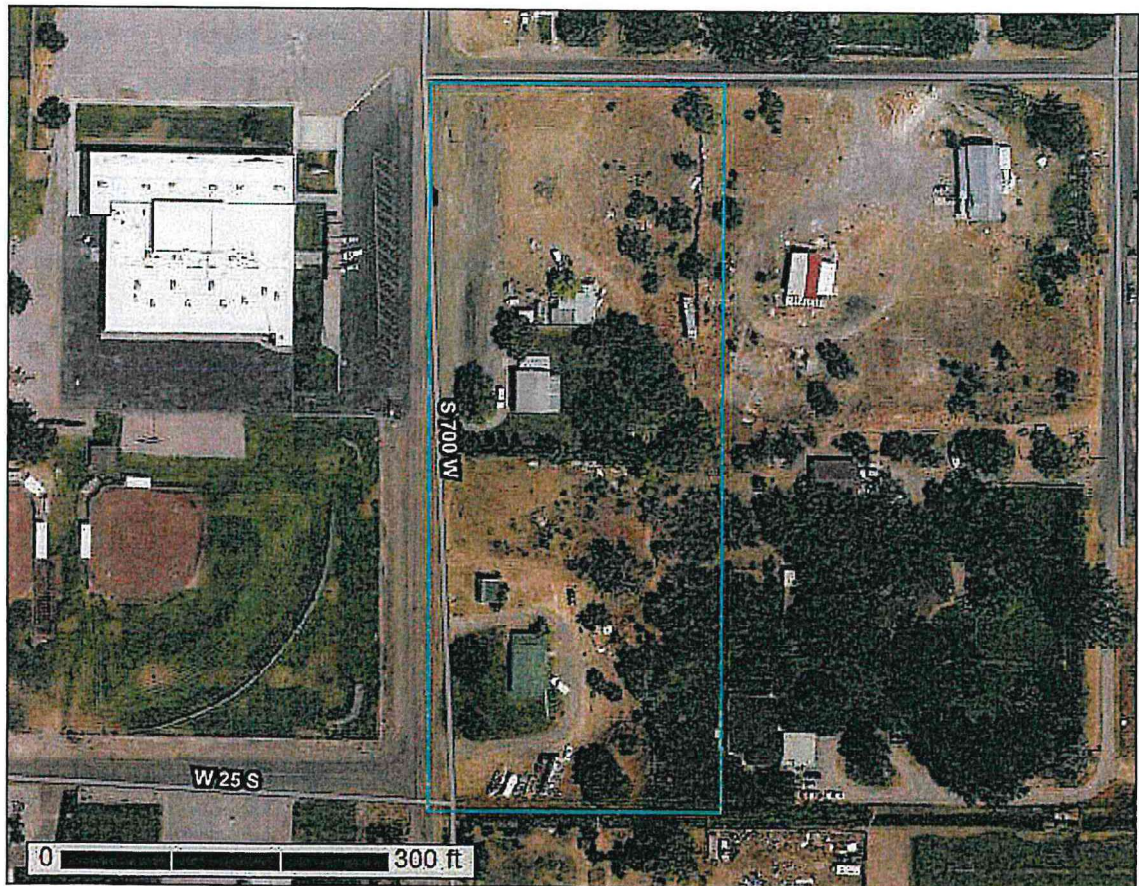


Exhibit
A-6

November 12, 2024

Preface

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

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

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

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

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

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

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

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How Soil Surveys Are Made

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

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

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

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

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

Custom Soil Resource Report

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

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

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

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

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

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

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

Custom Soil Resource Report

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

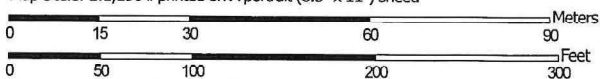
Soil Map

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

Custom Soil Resource Report Soil Map







































Map Scale: 1:1,190 if printed on A portrait (8.5" x 11") sheet.



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

Custom Soil Resource Report

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Bingham Area, Idaho
 Survey Area Data: Version 21, Aug 22, 2024

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
Gp	Gravel pit	0.2	4.8%
Wb	Wardboro soils	3.9	95.2%
Totals for Area of Interest		4.1	100.0%

Map Unit Descriptions

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

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

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

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

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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.

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Bingham Area, Idaho

Gp—Gravel pit

Map Unit Composition

Pits, gravel: 100 percent

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

Description of Pits, Gravel

Typical profile

C - 0 to 60 inches: gravel, cobbles

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8

Hydric soil rating: Unranked

Wb—Wardboro soils

Map Unit Setting

National map unit symbol: 2p9d

Elevation: 4,800 feet

Mean annual precipitation: 8 to 11 inches

Mean annual air temperature: 43 to 46 degrees F

Frost-free period: 100 to 115 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Wardboro and similar soils: 80 percent

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

Description of Wardboro

Setting

Landform: Terraces, flood plains

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Mixed alluvium

Typical profile

A - 0 to 2 inches: sandy loam

C1 - 2 to 11 inches: sandy loam

2C2 - 11 to 60 inches: extremely gravelly coarse sand

Properties and qualities

Slope: 0 to 4 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Excessively 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: Occasional

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Frequency of ponding: None

Calcium carbonate, maximum content: 15 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: Very low (about 2.3 inches)

Interpretive groups

Land capability classification (irrigated): 4e

Land capability classification (nonirrigated): 6c

Hydrologic Soil Group: A

Ecological site: R011XB022ID - Dry Meadow POSE-PHAL2

Hydric soil rating: No

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on column headers to sort displayed data.
w/ 25 entries

Well Information Summary...13 wells

Search:

Well ID	Contact	D-Tag	Cont. Date	Total Depth	Address	Drilling Co.	Typ	Prog	Sec	Tract	Sub	Lot	Blk	Use	Csq. Ds.	GPM	Stat Well Ltr
ELL199	SDH CONSTRUCTION(Owner/Operator)	D0071173	2016-07-08	100	22 S 690 W	TETON WATER WORKS LLC	035	34E	1	NW/4W				Domestic-Single Residence	6		50
ELL199	DWIGHT E CALDWELL(Owner/Operator)	D0021860	2001-10-29	80	203 S 900 W	JACK CUSHMAN DRILLING INC	035	34E	1	NW/4W				Domestic-Single Residence	6	35	12
ELL199	KEVIN COLES(Representative)	D0024201	2002-04-18	100	695 W HWY 39	INDEPENDENT DRILLING	035	34E	1	NW/4W				Domestic-Single Residence	6	50	34
ELL199	STEVE FAULKNER(Owner/Operator)	D0035806	2005-01-25	85	9 S 690 W	INDEPENDENT DRILLING	035	34E	1	NW/4W				Domestic-Single Residence	6	100	36
ELL199	JACK HARPER(Owner/Operator)		1976-05-23	110		JACK CUSHMAN DRILLING INC	035	34E	1	NW/4W				Domestic-Single Residence	6	60	28
ELL199	BL D LEE(Owner/Operator)		1993-11-05	80		INDEPENDENT DRILLING	035	34E	1	NW/4W		005	015	Domestic-Single Residence	6	50	32
ELL199	BL D LEE(Owner/Operator)		1996-03-14	67	20 S 700 W	INDEPENDENT DRILLING	035	34E	1	NW/4W				Domestic-Single Residence	6	20	35
ELL199	HYRUM E LEWIS(Owner/Operator)		1976-09-21	76		DOUG CUSHMAN DRILLING CO	035	34E	1	NW/4W				Domestic-Single Residence	6	30	25
ELL199	BARBARA MUNSON(Owner/Operator)		1986-06-07	90		INDEPENDENT DRILLING	035	34E	1	NW/4W				Domestic-Single Residence	6	100	22
ELL199	SYLVIA PEREZ(Owner/Operator)	D0026909	2003-04-26	105	2 S 690 W	JACK CUSHMAN DRILLING INC	035	34E	1	NW/4W				Domestic-Single Residence	6	25	70
ELL199	NORMAN PETERSON(Owner/Operator)		1976-11-04	80		DOUG CUSHMAN DRILLING CO	035	34E	1	NW/4W				Domestic-Single Residence	6	30	37
ELL199	RONALD JOE SIMMONS(Owner/Operator)	D0024106	2020-09-16	80	13 S 690 W	INDEPENDENT DRILLING	035	34E	1	NW/4W				Domestic-Single Residence	6	50	30
ELL199	DAVE WRIGHT(Owner/Operator)		1978-08-12	75		ROCKY MOUNTAIN DRILCO	035	34E	1	NW/4W				Domestic-Single Residence	6	0	30

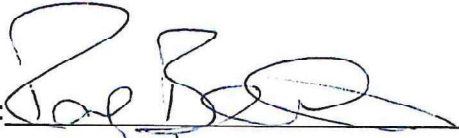
ving 1 to 13 of 13 entries

POSTAL BOX APPROVAL LETTER

I, Randy Bonander, of the Blackfoot Post Office, approve of the mailbox location marked on the preliminary plat of the School View Estates Subdivision located at Block 15 Riverside in Blackfoot, Idaho.

The type(s) of mailbox required is (a) Individual Stick boxes.

SIGNATURE: _____



DATE: 11/24/24

ADDITIONAL COMMENTS: _____

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

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