

ROD HENDRICKS SUBDIVISION NARRATIVE

This proposed 4 lot subdivision is on an existing 4.5 acre single family residential parcel, located about 2 miles North and West of the Groveland Townsite, at 480 West 300 North. The Bingham County Comprehensive Plan shows this area as (RA) Residential/Agriculture and it is currently zoned (RA). It is currently, a single family residence with over 3 acres of undeveloped land in the front. The site is surrounded by single family residential parcels and irrigated farm fields. Proposed Lot sizes are (3) 1 acre Lots and (1) 1.3 acre Lot. Subdividing this undeveloped portion of the parcel would conform with the existing surrounding land uses as well as the Bingham County Comprehensive Plan.

The Angel Trejo Subdivision is .1 miles to the Southwest, Syringa Acres is about .1 miles Southeast, Skyline Estates Subdivision 0.4 miles to the Northeast and Cottonwood acres is about 0.2 miles East.

ALL of the Lots would access existing County Road North 400 West, through a single shared 50' Private Access easement, along the East side of the property. Each individual Lot will have its own Culinary Well and Septic System and Drain Field. Lots will have irrigation water rights and be assessed by Peoples Canal & Irrigation Company, and delivered through the Dubois Ditch. Irrigation water assessments will be handled through a Home Owners Association or an Irrigation Water Users Agreement. Delivery will be through a pressurized 2" buried pipe from an existing irrigation pump. Services will be located in an easement along the West side of each of the Lots.

**Exhibit
A-2A**

SUBDIVISION
INFORMATION

TOTAL LOTS: 4
AVERAGE SIZE: 1.10 ACRE
TOTAL ACREAGE: 4.50 ACRES

OWNER /
DEVELOPER

OWNERS: RODNEY J HENDRICKS
AND ROBIN HENDRICKS
ADDRESS: 480 W 300 N
PHONE # (208) 684-3788

ENGINEER/
SURVEYOR

HLE INCORPORATED
800 W. JUDICIAL ST.
BLACKFOOT, ID 83221
208-785-2977
LUKE JOLLEY: ENGINEER
CHRIS STREET: SURVEYOR

NOTES:

NO STRUCTURES OR LANDSCAPING
IN COUNTY ROAD RIGHT-OF-WAY

EASEMENT ALONG THE EASTERLY
BOUNDARY OF SAID LOTS IS FOR
PRIVATE ACCESS AND FOR PUBLIC
UTILITIES.

IT WILL BE DEVELOPERS
RESPONSIBILITY TO INSTALL STREET
SIGNS AND MAILBOX TURNOUT PER
COUNTY STANDARDS.

ROD HENDRICKS SUBDIVISION
PART OF THE SW 1/4 OF THE SW 1/4
SECTION 17, T. 2 S., R. 35 E.B.M.
BINGHAM COUNTY, IDAHO

SANITARY SEWER

EACH LOT TO HAVE AN INDIVIDUAL
SEPTIC SYSTEM AND DRAIN FIELD.

CONTOURS

CONTOUR LINES SHOWN AT 1' INTERVAL

NEAREST
COMMUNITY
WATER/SEWER

GROVELAND WATER AND SEWER
DISTRICT HAVE SANITARY AND WATER
LINES LOCATED APPROXIMATELY 1
MILE SOUTH AND 3/4 OF A MILE EAST
ON GROVELAND RD.

IRRIGATION WATER

LOTS WILL HAVE IRRIGATION WATER
RIGHTS ASSESSED BY THE PEOPLES
CANAL & IRRIGATION COMPANY.
DELIVERY WILL BE THROUGH A
PRESSURIZED IRRIGATION SYSTEM.

STORM WATER
RETENTION

ALL STORM WATER TO BE RETAINED
ON EACH INDIVIDUAL LOT

CULINARY WATER

EACH LOT TO HAVE INDIVIDUAL WELLS.

ZONING

(RA) RESIDENTIAL/AGRICULTURE

INTENDED USE

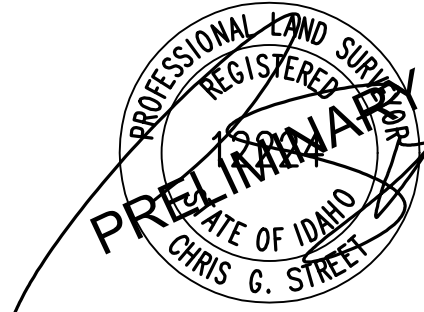
RESIDENTIAL

FLOOD PLAIN

PROPERTY IS IN A ZONE C (AREA OF
MINIMAL FLOODING) PER FEMA FLOOD
PANEL 1600180430C
EFFECTIVE DATE:10/20/1998



VICINITY MAP

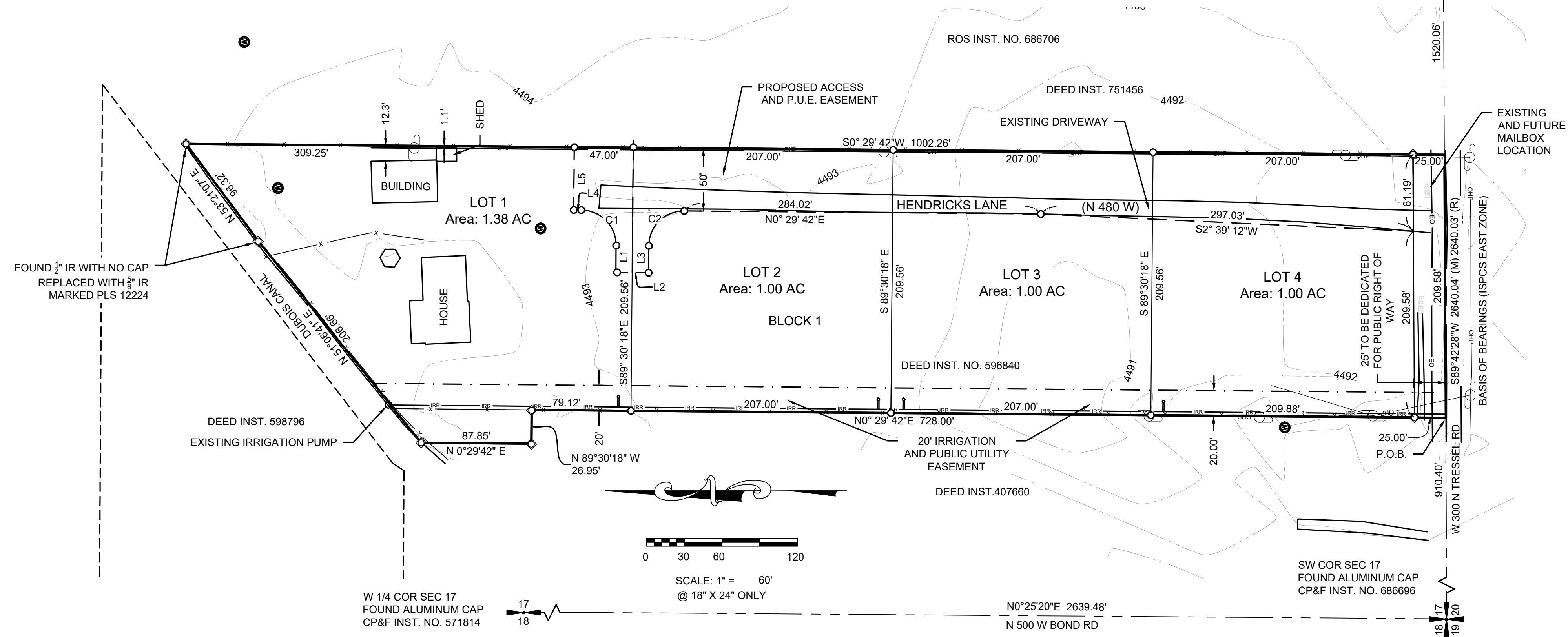


LEGEND

- Section Corner Control
- Placed 5/8" X 24" Iron Rod with cap marked P.L.S. 12224
- Placed 1/2" X 24" Iron Rod with cap marked P.L.S. 12224
- Existing Well
- (R) Record of Survey Inst. No. 686697
- (M) Measured
- Existing Power Pole
- Irrigation Services
- Section Line
- OHP Overhead Power Line
- Existing Deed Line
- Existing Fence Line
- Easement Side Line
- Edge of Road
- Irrigation Easement
- 2" Irrigation Line

Line Table		
Line #	Length	Direction
L1	21.51'	S89°30'18"E
L2	26.00'	S0°29'42"W
L3	21.51'	S89°30'18"E
L4	6.00'	S0°29'42"W
L5	50.00'	S89°30'18"E

Curve Table					
Curve #	Length	Radius	Delta	Chord	Bearing
C1	43.98'	28.00'	90°00'00"	39.60'	N45°29'42"E
C2	43.98'	28.00'	90°00'00"	39.60'	N44°30'18"W



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

hleinco.com

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DRAWN BY	DESIGN BY	CHECK BY
MG	HLE	CGS
JOB NO: 2022-063		
DATE: April 17, 2025		
REVISIONS	DATE	

PRELIMINARY PLAT
ROD HENDRICKS SUBDIVISION

SEC. 17, T. 2 S., R. 35 E.B.M.
BINGHAM COUNTY, IDAHO

SHEET NO. 1

2

OF SHEETS

Z:\Projects\00-2022 Projects\22-063 Rod Hendricks Subdivision contract.dwg Survey\22-063 PRELIMINARY PLAT Revised 9-30-22.dwg

ROD HENDRICKS SUBDIVISION
PART OF THE SW 1/4 OF THE SW 1/4
SECTION 17, T. 2 S., R. 35 E.B.M.
BINGHAM COUNTY, IDAHO

RECORDER'S CERTIFICATE

OWNER'S DEDICATION

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

Part of the SW 1/4 of the SW 1/4 of Section 17, Township 2 South, Range 35 East B.M., Bingham County, Idaho described as:

Commencing at the SW corner of said Section 17; Thence along the south line of said Section N 89° 42' 28" E 910.40 feet to the Point of Beginning; Thence N 00° 29' 42" E 728.00 feet; Thence, N 89° 30' 18" W 26.95 feet; Thence, N 00° 29' 42" E 87.85 feet to the south bank of the Dubois Canal; Thence along said bank the following two (2) courses, (1) N 51° 06' 41" E 206.66 feet; (2) Thence, N 53° 21' 07" E 96.32 feet; Thence, S 00° 29' 42" W 1002.26 feet; Thence S 89° 42' 28" W 209.58 feet to the Point of Beginning.

Parcel Contains 4.50 Acres

Have caused the same to be subdivided into lots and a block; and do hereby warrant and save the county of Bingham harmless from any existing easements or encumbrances. It is the intention of the owner to include all of the land described in the boundary description in the plat. The location and dimensions of the lots, and block are to be as shown on the accompanying map of the property and we do hereby dedicate to the public, right-of-ways shown thereon. 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 not be served by any water system common to one (1) or more of the lots, but will be served by individual wells. In compliance with the disclosure requirements of Idaho code 31-3805(2), lots will have irrigation water rights assessed by the Peoples Canal & Irrigation Company. Assessments will be through a Home Owners Association and irrigation water delivery will be through a pressurized irrigation system. In witness whereof I as the owner do hereunto set my hand.

Rodney J. Hendricks

Robin Hendricks

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 as of:

County Treasurer

Date

CERTIFICATE OF APPROVAL

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

Date

Health District Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF _____)

On this _____ day of _____, 2025,

before me a Notary Public, in and for said State, personally appeared Rodney J. Hendricks and Robin Hendricks, known or identified to me to be the signers of the Owner's Dedication and acknowledged to me that they signed said dedication freely and voluntarily for the purposes therein mentioned.

Notary Public

Residing in

My commission expires:

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

_____, 2025

Zoning Administrator

COUNTY APPROVAL

This plat was duly accepted and approved by the Board of County Commissioners, Bingham County, Idaho resolution

adopted this _____ day of _____, 2025

Chairman County Commissioners

COUNTY SURVEYOR'S APPROVAL

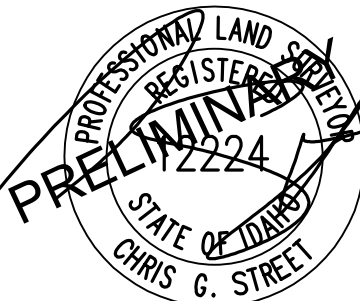
I certify that I have examined this plat and find that it complies with Section 50-1305 of the Idaho Code.

Professional Land Surveyor
Idaho License No. 18258

Date

SURVEYOR'S CERTIFICATE

I Chris G. Street, a registered Professional Land Surveyor in the State of Idaho, do hereby certify that a survey was made under my direction of the land described in the accompanying boundary description and that the plat upon which this certification appears was made under my direction. I further certify that the accompanying map correctly depicts the division of land as marked upon the ground and that the pertinent provision of the statutes of the State of Idaho have been complied with.



Chris G. Street

License No. 12224

Date

SURVEYORS NARRATIVE

The purpose of this survey is to subdivide a parcel of land as described on Deed Inst. No. 596840 to create four buildable lots.

The exterior boundary was established from Deed information and found monuments along the North line.

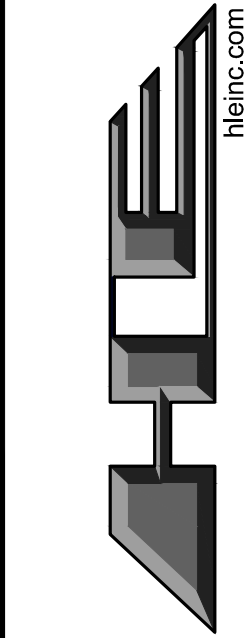
The basis of bearings for this survey is N 89°42'28" E from the SW corner of Section 17 to the S $\frac{1}{4}$ corner of Section 17.
Idaho State Plane Coordinates East Zone (1101).

SURVEY REFERENCES

Deed Inst. No. 407660, 596840, 598796, 751456

ROS Inst. No. 686706

CP&F Inst. No. 522157, 571814, 686696



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PRELIMINARY PLAT
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SEC. 17, T. 2 S., R. 35 E.B.M.
BINGHAM COUNTY, IDAHO

SHEET NO.
2

2
OF SHEETS

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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-6A



*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 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

5010500-1180791-B

Subdivision or Proposed Subdivision: Hendricks Subdivision

Order No.: 1180791-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 A:

A portion of the SW¹/₄SW¹/₄ of Section 17, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°16'45" E., 1119.98 feet along the Section line and N. 00°03'59" E., 725.12 feet from the SW corner of said Section 17; and running thence N. 89°56'01" W., 236.51 feet; thence N. 00°03'59" E., 87.85 feet; thence N. 50°40'58" E., 206.66 feet; thence N. 52°55'24" E., 96.32 feet; thence S. 00°03'59" W., 277.13 feet to the point of beginning, EXCEPTING THEREFROM: A canal right-of-way along the NW boundary.

TRACT B:

A portion of the SW¹/₄SW¹/₄ of Section 17, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°16'45" E., 1069.98 feet along the Section line from the SW corner of said Section 17; thence N. 00°03'59" E., 725.81 feet; thence S. 89°56'01" E., 50.00 feet; thence S. 00°03'59" W., 725.12 feet; thence S. 89°16'45" W., 50.00 feet to the point of beginning.

TRACT C:

A portion of the SW¹/₄SW¹/₄of Section 17, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°16'45" E., 910.40 feet along the Section line from the SW corner of said Section 17; and running thence N. 89°16'45" E., 159.63 feet along the Section line; thence N. 0°03'59" E., 725.81 feet; thence N. 89°56'01" W., 159.61 feet; thence S. 0°03'59" W., 728.00 feet to the point of beginning.

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

Rodney J. Hendricks and Robin Hendricks, husband and wife

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

NONE

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

1. 2025 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 2024 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
2024	\$558.65 Paid	\$558.65 Due	RP0302002	Tract A
2024	\$30.79 Paid	\$30.79 Paid	RP0302010	Tract B
2024	\$98.69 Paid	\$98.69 Paid	RP0302012	Tract C

Homeowner's Exemption is in effect for 2024 (Tract A).

2. 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 provisions of Section 58-604, Idaho Code.
3. Exceptions and reservations contained in Deed from the State of Idaho, wherein mineral rights are reserved to the State under provisions of §§ 47-701 and 47-701A. Idaho Code.
4. Right-of-way or easement of W 300 N.
5. Right-of-way or easement of Dubois Canal.
6. Levies and assessments of Peoples Canal & Irrigation Co.

Date of Guarantee: March 20, 2025 at 7:30 A.M.

By: 
Authorized Countersignature

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:

Instrument # 596840

BINGHAM COUNTY

7-22-2008 04:21:44 No. of Pages: 2

Recorded for : FIRST AMERICAN TITLE COMPANY

SARA J. STAUB

Fee: 6.00

Ex-Officio Recorder Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 260771-B (th)

Date: June 13, 2008

For Value Received, **Rodney J. Hendricks, a married man as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Rodney J. Hendricks and Robin Hendricks, husband and wife**, hereinafter called the Grantee, whose current address is **480 West 300 North, Blackfoot, ID 83221**, the following described premises, situated in Bingham County, Idaho, to-wit:

TRACT A:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°16'45" E., 1119.98 feet along the Section line and N. 00°03'59" E., 725.12 feet from the SW corner of said Section 17; and running thence N. 89°56'01" W., 236.51 feet; thence N. 00°03'59" E., 87.85 feet; thence N. 50°40'58" E., 206.66 feet; thence N. 52°55'24" E., 96.32 feet; thence S. 00°03'59" W., 277.13 feet to the point of beginning, EXCEPTING THEREFROM: A canal right-of-way along the NW boundary.

TRACT B:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°16'45" E., 1069.98 feet along the Section line from the SW corner of said Section 17; thence N. 00°03'59" E., 725.81 feet; thence S. 89°56'01" E., 50.00 feet; thence S. 00°03'59" W., 725.12 feet; thence S. 89°16'45" W., 50.00 feet to the point of beginning.

TRACT C:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 2 South, Range 35 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°16'45" E., 910.40 feet along the Section line from the SW corner of said Section 17; and running thence N. 89°16'45" E., 159.63 feet along the Section line; thence N. 0°03'59" E., 725.81 feet; thence N. 89°56'01" W., 159.61 feet; thence S. 0°03'59" W., 728.00 feet to the point of beginning.

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

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

Date: 06/13/2008

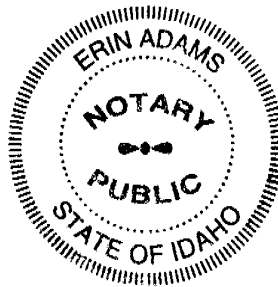
Warranty Deed
- continued

File No.: 260771-B (th)

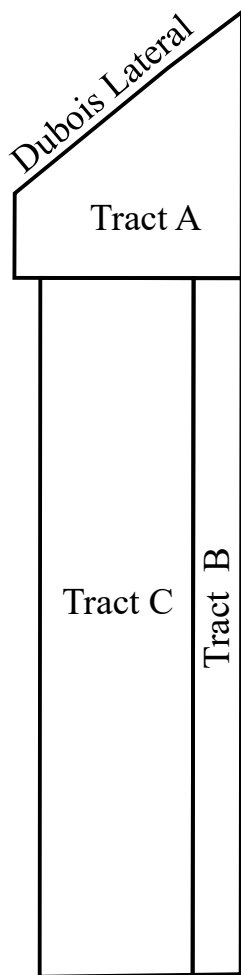
Rodney J. Hendricks
Rodney J. Hendricks

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this ~~June~~ ^{July} 22, 2008, before me, a Notary Public in and for said State, personally appeared **Rodney J. Hendricks**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.



Erin Adams
Notary Public of Idaho
Residing at: Blackfoot
Commission Expires: 03/06/2009



W 300 N

W1/16

THIS MAP IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO ASSURANCES ARE MADE AS TO THE QUANTITY OF THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND OR ANY IMPROVEMENT TO THE LAND.
FLYING S TITLE AND ESCROW

PTN SWSW 17/2S/35E, Bingham County, Idaho.

5/31/2022

Scale: 1 inch= 200 feet

File: 1047476.ndp



Parcel Number
RP0302002

Property Address
480 W 300 N
BLACKFOOT ID 83221

Property Year
2025

Legal Description
T2S R35E SEC 17
T-7438
P/C W 0302010 & 0302012

Tax Code Area
015-000

Owner/Contact Name
HENDRICKS RODNEY J
HENDRICKS ROBIN

Type
OWNER
OWNER

Relationship

Owner% HOE
50.00% Y
50.00% Y

Mailing Address
480 W 300 N
BLACKFOOT ID 83221-3255

Land Group
T2S R35E SEC 17
Township
2S
Range
35E
Section
17

Location Code
35
Parcel Type
PC
Zoning
RA

Reappraisal Year
2025
Inspection Date
02/04/2025
Appraiser Initials
RL

CB: No NC: No

Tax Certification
SOLID WASTE

District Roll Type Units Amount
992 PR A 1 \$ 50.00

Instrument Eff Date Action
596840 07/22/2008 Ownership

Source Target
2008

Comments

CHARACTERISTIC		ROLLS		ACRES		VALUATION SUMMARY				URBAN RENEWAL	
SCC	Type Suffix Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value		Net Taxable Base	Net Taxable Incr
12	LAND	PRIMARY	NO	O	1.000	\$ 70,000	\$ -3,688 HO	\$ 66,312		--	--
32	RESD A DET GARAGE	PRIMARY	NO	O		\$ 5,722	\$ -2,862 HO	\$ 2,860		--	--
34	RESD B HOUSE	PRIMARY	NO	O		\$ 332,350	\$ -118,450 HO	\$ 213,900		--	--
TOTALS:					1.000	\$ 408,072	\$ -125,000 HO	\$ 283,072		--	--

ROLL STATUS: 0 Open, Subject to Change

Homeowner's Exemption

Tract A



BINGHAM COUNTY TREASURER
TANNA BEAL
501 N MAPLE #210
BLACKFOOT ID 83221
TELEPHONE: (208) 782-3092

TAX HISTORY

PARCEL NUMBER
RP0302002

LEGAL DESCRIPTION
T2S R35E SEC 17
T-7438
P/C W 0302010 & 0302012

PRIMARY PROPERTY ADDRESS
480 W 300 N
BLACKFOOT ID 83221

HENDRICKS RODNEY J
HENDRICKS ROBIN
480 W 300 N
BLACKFOOT ID 83221-3255

BALANCE DUE	INTEREST DATE
\$ 16.03	04/07/2025
TOTAL	BALANCE AS OF 04/07/2025 08:25AM

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2024	Primary	1st	Charge	\$ 533.65	\$ 25.00	\$ 9.89	\$ -	\$ 3.48	\$ 572.02
			Payment	\$ -533.65	\$ -25.00	\$ -9.89	\$ -	\$ -3.48	\$ -572.02
		2nd	Charge	\$ 533.65	\$ 25.00	\$ -	\$ -	\$ -	\$ 558.65
			Payment	\$ -518.43	\$ -24.19	\$ -	\$ -	\$ -	\$ -542.62
			Net Due	\$ 15.22	\$ 0.81	\$ -	\$ -	\$ -	\$ 16.03
2023	Primary		Charge	\$ 1,127.36	\$ 50.00	\$ 9.47	\$ -	\$ 0.31	\$ 1,187.14
			Payment	\$ -1,127.36	\$ -50.00	\$ -9.47	\$ -	\$ -0.31	\$ -1,187.14
2022	Primary		Charge	\$ 1,352.80	\$ 50.00	\$ 14.03	\$ -	\$ 9.64	\$ 1,426.47
			Payment	\$ -1,352.80	\$ -50.00	\$ -14.03	\$ -	\$ -9.64	\$ -1,426.47
2021	Primary		Charge	\$ 1,131.12	\$ 50.00	\$ 11.81	\$ -	\$ 6.93	\$ 1,199.86
			Payment	\$ -1,131.12	\$ -50.00	\$ -11.81	\$ -	\$ -6.93	\$ -1,199.86
2020	Primary		Charge	\$ 1,051.64	\$ 50.00	\$ -	\$ -	\$ -	\$ 1,101.64
			Payment	\$ -1,051.64	\$ -50.00	\$ -	\$ -	\$ -	\$ -1,101.64
2019	Primary		Charge	\$ 1,154.04	\$ 50.00	\$ -	\$ -	\$ -	\$ 1,204.04
			Payment	\$ -1,154.04	\$ -50.00	\$ -	\$ -	\$ -	\$ -1,204.04
2018	Primary		Charge	\$ 1,030.22	\$ 50.00	\$ -	\$ -	\$ -	\$ 1,080.22
			Payment	\$ -1,030.22	\$ -50.00	\$ -	\$ -	\$ -	\$ -1,080.22
2017	Primary		Charge	\$ 997.40	\$ 50.00	\$ -	\$ -	\$ -	\$ 1,047.40
			Payment	\$ -997.40	\$ -50.00	\$ -	\$ -	\$ -	\$ -1,047.40
2016	Primary		Charge	\$ 969.22	\$ 50.00	\$ -	\$ -	\$ -	\$ 1,019.22
			Payment	\$ -969.22	\$ -50.00	\$ -	\$ -	\$ -	\$ -1,019.22
2015	Primary		Charge	\$ 945.20	\$ 50.00	\$ -	\$ -	\$ -	\$ 995.20
			Payment	\$ -945.20	\$ -50.00	\$ -	\$ -	\$ -	\$ -995.20
2014	Primary		Charge	\$ 877.94	\$ 50.00	\$ 9.28	\$ -	\$ -	\$ 937.22
			Adjustment	\$ -	\$ -	\$ -9.28	\$ -	\$ -	\$ -9.28
			Payment	\$ -877.94	\$ -50.00	\$ -	\$ -	\$ -	\$ -927.94
2013	Primary		Charge	\$ 819.62	\$ 50.00	\$ -	\$ -	\$ -	\$ 869.62
			Payment	\$ -819.62	\$ -50.00	\$ -	\$ -	\$ -	\$ -869.62
2012	Primary		Charge	\$ 840.98	\$ 44.00	\$ -	\$ -	\$ -	\$ 884.98
			Payment	\$ -840.98	\$ -44.00	\$ -	\$ -	\$ -	\$ -884.98
2011	Primary		Charge	\$ 902.06	\$ 44.00	\$ -	\$ -	\$ -	\$ 946.06
			Payment	\$ -902.06	\$ -44.00	\$ -	\$ -	\$ -	\$ -946.06
2010	Primary		Charge	\$ 955.54	\$ 44.00	\$ -	\$ -	\$ -	\$ 999.54
			Payment	\$ -955.54	\$ -44.00	\$ -	\$ -	\$ -	\$ -999.54



BINGHAM COUNTY TREASURER
TANNA BEAL
501 N MAPLE #210
BLACKFOOT ID 83221
TELEPHONE: (208) 782-3092

TAX MASTER INQUIRY

PARCEL NUMBER
RP0302002

TAX CODE AREA
015-000

LEGAL DESCRIPTION
T2S R35E SEC 17
T-7438
P/C W 0302010 & 0302012

PRIMARY PROPERTY ADDRESS
480 W 300 N
BLACKFOOT ID 83221

HENDRICKS RODNEY J
HENDRICKS ROBIN
480 W 300 N
BLACKFOOT ID 83221-3255

BALANCE DUE	INTEREST DATE 04/07/2025
\$ 16.03	BALANCE AS OF 04/07/2025 8:25 am
TOTAL	

Tax Year Assessment Roll					Bill Number: 3041909	
2024	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR	VALUATION	
TAX / CERTIFICATION					Assessed Value:	\$ 297,622
Charges		\$ 558.65	\$ 558.65	\$ 1,117.30	Homeowner's Exemption:	\$ -125,000
Adjustments		\$ 0	\$ 0	\$ 0	TAXABLE VALUE:	\$ 172,622
Payments		\$ -558.65	\$ -542.62	\$ -1,101.27	CHARGES	
LATE CHARGE					Tax Code Area:	015-000 Levy: 0.006182876
Charges/Adjustments		\$ 9.89	\$ 0	\$ 9.89	Tax Charge:	\$ 1,067.30
Payments		\$ -9.89	\$ 0	\$ -9.89	Certifications:	\$ 50.00
FEES					TOTAL CHARGES:	\$ 1,117.30
Charges/Adjustments		\$ 0	\$ 0	\$ 0		
Payments		\$ 0	\$ 0	\$ 0		
INTEREST						
Charges/Adjustments		\$ 3.48	\$ 0	\$ 3.48		
Payments		\$ -3.48	\$ 0	\$ -3.48		
AMOUNT DUE		\$ 0	\$ 16.03	\$ 16.03		

The amount due shown here is as of 8:25 am on April 7, 2025, with interest calculated to April 7, 2025.



Parcel Number
RP0302010

Property Address
BLACKFOOT ID 83221

Property Year
2025

Legal Description
T2S R35E SEC 17
T-7437 LESS T-7438.8424.8425
PRICED W/RP0302012 & RP0302002

Tax Code Area
015-000

Parcel Status
Property Type
Sub Type
Active
Real Property

Owner/Contact Name HENDRICKS RODNEY J HENDRICKS ROBIN	Type OWNER OWNER	Relationship	Owner% 100.00% 0.00%	HOE
	Mailing Address 480 W 300 N BLACKFOOT ID 83221-2873			
	Associated Parcels None		Building Permits None	
			Reappraisal Year 2025 Inspection Date 02/04/2025 Appraiser Initials RL	
			Location Code 35 Parcel Type PC Zoning RA	
Land Group T2S R35E SEC 17 Township 2S Range 35E Section 17				
CB: No NC: No				

Type & percent are from data conversion. Refer to actual instrument(s).

Type & percent are from data conversion. Refer to actual instrument(s).

Tax Certification	District		Roll	Type	Units	Amount
	Instrument 596840		Eff Date 07/22/2008	Action	Ownership	Source Target 2008

CHARACTERISTIC		ASSESSED		ROLLS		AGRES		VALUATION SUMMARY		
SCC	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value
12	LAND			PRIMARY	NO	O	0.830	\$ 16,600	\$ --	\$ 16,600
		TOTALS:						\$ 16,600	\$ --	\$ 16,600

ROLL STATUS: 0 Open, Subject to Change

URBAN RENEWAL	
Net Taxable Base	--
Net Taxable Incr	--
	--

Tract B



BINGHAM COUNTY TREASURER
TANNA BEAL
501 N MAPLE #210
BLACKFOOT ID 83221
TELEPHONE: (208) 782-3092

TAX HISTORY

PARCEL NUMBER
RP0302010

LEGAL DESCRIPTION
T2S R35E SEC 17
T-7437 LESS T-7438,8424,8425
PRICED W/RP0302012 & RP0302002

PRIMARY PROPERTY ADDRESS
BLACKFOOT ID 83221

HENDRICKS RODNEY J
HENDRICKS ROBIN
480 W 300 N
BLACKFOOT ID 83221-2873

BALANCE DUE	INTEREST DATE
\$ -	04/07/2025
TOTAL	BALANCE AS OF 04/07/2025 08:26AM

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2024	Primary	1st	Charge	\$ 30.79	\$ -	\$ 0.62	\$ -	\$ 0.21	\$ 31.62
			Payment	\$ -30.79	\$ -	\$ -0.62	\$ -	\$ -0.21	\$ -31.62
		2nd	Charge	\$ 30.79	\$ -	\$ -	\$ -	\$ -	\$ 30.79
			Payment	\$ -30.79	\$ -	\$ -	\$ -	\$ -	\$ -30.79
2023	Primary		Charge	\$ 65.06	\$ -	\$ 0.89	\$ -	\$ 1.23	\$ 67.18
			Payment	\$ -65.06	\$ -	\$ -0.89	\$ -	\$ -1.23	\$ -67.18
2022	Primary		Charge	\$ 78.06	\$ -	\$ 0.78	\$ -	\$ 0.53	\$ 79.37
			Payment	\$ -78.06	\$ -	\$ -0.78	\$ -	\$ -0.53	\$ -79.37
2021	Primary		Charge	\$ 112.54	\$ -	\$ 1.13	\$ -	\$ 0.66	\$ 114.33
			Payment	\$ -112.54	\$ -	\$ -1.13	\$ -	\$ -0.66	\$ -114.33
2020	Primary		Charge	\$ 56.58	\$ -	\$ -	\$ -	\$ -	\$ 56.58
			Payment	\$ -56.58	\$ -	\$ -	\$ -	\$ -	\$ -56.58
2019	Primary		Charge	\$ 62.10	\$ -	\$ -	\$ -	\$ -	\$ 62.10
			Payment	\$ -62.10	\$ -	\$ -	\$ -	\$ -	\$ -62.10
2018	Primary		Charge	\$ 65.92	\$ -	\$ -	\$ -	\$ -	\$ 65.92
			Payment	\$ -65.92	\$ -	\$ -	\$ -	\$ -	\$ -65.92
2017	Primary		Charge	\$ 55.68	\$ -	\$ -	\$ -	\$ -	\$ 55.68
			Payment	\$ -55.68	\$ -	\$ -	\$ -	\$ -	\$ -55.68
2016	Primary		Charge	\$ 54.14	\$ -	\$ -	\$ -	\$ -	\$ 54.14
			Payment	\$ -54.14	\$ -	\$ -	\$ -	\$ -	\$ -54.14
2015	Primary		Charge	\$ 52.78	\$ -	\$ -	\$ -	\$ -	\$ 52.78
			Payment	\$ -52.78	\$ -	\$ -	\$ -	\$ -	\$ -52.78
2014	Primary		Charge	\$ 49.06	\$ -	\$ 0.49	\$ -	\$ -	\$ 49.55
			Adjustment	\$ -	\$ -	\$ -0.49	\$ -	\$ -	\$ -0.49
			Payment	\$ -49.06	\$ -	\$ -	\$ -	\$ -	\$ -49.06
2013	Primary		Charge	\$ 45.78	\$ -	\$ -	\$ -	\$ -	\$ 45.78
			Payment	\$ -45.78	\$ -	\$ -	\$ -	\$ -	\$ -45.78
2012	Primary		Charge	\$ 46.96	\$ -	\$ -	\$ -	\$ -	\$ 46.96
			Payment	\$ -46.96	\$ -	\$ -	\$ -	\$ -	\$ -46.96
2011	Primary		Charge	\$ 50.34	\$ -	\$ -	\$ -	\$ -	\$ 50.34
			Payment	\$ -50.34	\$ -	\$ -	\$ -	\$ -	\$ -50.34
2010	Primary		Charge	\$ 53.38	\$ -	\$ -	\$ -	\$ -	\$ 53.38
			Payment	\$ -53.38	\$ -	\$ -	\$ -	\$ -	\$ -53.38
2009	Primary		Charge	\$ 54.46	\$ -	\$ 0.54	\$ -	\$ 0.35	\$ 55.35
			Payment	\$ -54.46	\$ -	\$ -0.54	\$ -	\$ -0.35	\$ -55.35



BINGHAM COUNTY TREASURER
TANNA BEAL
501 N MAPLE #210
BLACKFOOT ID 83221
TELEPHONE: (208) 782-3092

TAX MASTER INQUIRY

PARCEL NUMBER
RP0302010

TAX CODE AREA
015-000

LEGAL DESCRIPTION
T2S R35E SEC 17
T-7437 LESS T-7438,8424,8425
PRICED W/RP0302012 & RP0302002

PRIMARY PROPERTY ADDRESS
BLACKFOOT ID 83221

HENDRICKS RODNEY J
HENDRICKS ROBIN
480 W 300 N
BLACKFOOT ID 83221-2873

BALANCE DUE	INTEREST DATE 04/07/2025
Paid in Full	BALANCE AS OF 04/07/2025 8:26 am
TOTAL	

Tax Year Assessment Roll					Bill Number: 3041915
2024	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR	VALUATION
TAX / CERTIFICATION					TAXABLE VALUE: \$ 9,960
Charges		\$ 30.79	\$ 30.79	\$ 61.58	
Adjustments		\$ 0	\$ 0	\$ 0	
Payments		\$ -30.79	\$ -30.79	\$ -61.58	
LATE CHARGE					CHARGES
Charges/Adjustments		\$ 0.62	\$ 0	\$ 0.62	Tax Code Area: 015-000 Levy: 0.006182876
Payments		\$ -0.62	\$ 0	\$ -0.62	Tax Charge: \$ 61.58
FEES					Certifications: \$ 0
Charges/Adjustments		\$ 0	\$ 0	\$ 0	TOTAL CHARGES: \$ 61.58
Payments		\$ 0	\$ 0	\$ 0	
INTEREST					
Charges/Adjustments		\$ 0.21	\$ 0	\$ 0.21	
Payments		\$ -0.21	\$ 0	\$ -0.21	
AMOUNT DUE		\$ 0	\$ 0	\$ 0	



Parcel Number
RP0302012

Property Address
BLACKFOOT ID 83221

Property Year
2025

Legal Description
T2S R35E SEC 17
T-8425
PRICED W/RP0302002 & RP0302010

Tax Code Area
015-000

Parcel Status
Property Type
Sub Type
Active
Real Property

Owner/Contact Name
HENDRICKS RODNEY J
HENDRICKS ROBIN
Type
OWNER
OWNER
Relationship
Owner%
HOE
100.00%
0.00%

Mailing Address
480 W 300 N
BLACKFOOT ID 83221-2873

Land Group
T2S R35E SEC 17
Township
2S
Range
35E
Section
17
Location Code
35
Parcel Type
PC
Zoning
RA

Reappraisal Year
Inspection Date
Appraiser Initials
2025
02/04/2025
RL

Building Permits
None

Associated Parcels
None

Type & percent are from data conversion. Refer to actual instrument(s).

Parcel Exemption: None

CB: No NC: No

Tax Certification

District Roll Type Units Amount

Instrument Eff Date Action Source Target
596840 07/22/2008 Ownership 2008

Comments

CHARACTERISTIC		ROLLS		ACRES		VALUATION SUMMARY		
SCC	Type Suffix Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value
12	LAND	PRIMARY	NO	O	2.660	\$ 53,200	\$ --	\$ 53,200
		TOTALS:			2.660	\$ 53,200	\$ --	\$ 53,200

ROLL STATUS: 0 Open, Subject to Change

URBAN RENEWAL	
Net Taxable Base	Net Taxable Incr
--	--
--	--

Tract C



BINGHAM COUNTY TREASURER
TANNA BEAL
501 N MAPLE #210
BLACKFOOT ID 83221
TELEPHONE: (208) 782-3092

TAX HISTORY

PARCEL NUMBER
RP0302012

LEGAL DESCRIPTION
T2S R35E SEC 17
T-8425
PRICED W/RP0302002 & RP0302010

PRIMARY PROPERTY ADDRESS
BLACKFOOT ID 83221

HENDRICKS RODNEY J
HENDRICKS ROBIN
480 W 300 N
BLACKFOOT ID 83221-2873

BALANCE DUE	INTEREST DATE
\$ -	04/07/2025
TOTAL	BALANCE AS OF 04/07/2025 08:27AM

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2024	Primary	1st	Charge	\$ 98.69	\$ -	\$ 1.97	\$ -	\$ 0.69	\$ 101.35
			Payment	\$ -98.69	\$ -	\$ -1.97	\$ -	\$ -0.69	\$ -101.35
		2nd	Charge	\$ 98.69	\$ -	\$ -	\$ -	\$ -	\$ 98.69
			Payment	\$ -98.69	\$ -	\$ -	\$ -	\$ -	\$ -98.69
2023	Primary		Charge	\$ 208.46	\$ -	\$ 2.06	\$ -	\$ 0.06	\$ 210.58
			Payment	\$ -208.46	\$ -	\$ -2.06	\$ -	\$ -0.06	\$ -210.58
2022	Primary		Charge	\$ 250.14	\$ -	\$ 2.50	\$ -	\$ 1.71	\$ 254.35
			Payment	\$ -250.14	\$ -	\$ -2.50	\$ -	\$ -1.71	\$ -254.35
2021	Primary		Charge	\$ 360.78	\$ -	\$ 3.61	\$ -	\$ 2.11	\$ 366.50
			Payment	\$ -360.78	\$ -	\$ -3.61	\$ -	\$ -2.11	\$ -366.50
2020	Primary		Charge	\$ 181.32	\$ -	\$ -	\$ -	\$ -	\$ 181.32
			Payment	\$ -181.32	\$ -	\$ -	\$ -	\$ -	\$ -181.32
2019	Primary		Charge	\$ 198.96	\$ -	\$ -	\$ -	\$ -	\$ 198.96
			Payment	\$ -198.96	\$ -	\$ -	\$ -	\$ -	\$ -198.96
2018	Primary		Charge	\$ 211.30	\$ -	\$ -	\$ -	\$ -	\$ 211.30
			Payment	\$ -211.30	\$ -	\$ -	\$ -	\$ -	\$ -211.30
2017	Primary		Charge	\$ 178.52	\$ -	\$ -	\$ -	\$ -	\$ 178.52
			Payment	\$ -178.52	\$ -	\$ -	\$ -	\$ -	\$ -178.52
2016	Primary		Charge	\$ 173.44	\$ -	\$ -	\$ -	\$ -	\$ 173.44
			Payment	\$ -173.44	\$ -	\$ -	\$ -	\$ -	\$ -173.44
2015	Primary		Charge	\$ 169.16	\$ -	\$ -	\$ -	\$ -	\$ 169.16
			Payment	\$ -169.16	\$ -	\$ -	\$ -	\$ -	\$ -169.16
2014	Primary		Charge	\$ 157.14	\$ -	\$ 1.57	\$ -	\$ -	\$ 158.71
			Adjustment	\$ -	\$ -	\$ -1.57	\$ -	\$ -	\$ -1.57
			Payment	\$ -157.14	\$ -	\$ -	\$ -	\$ -	\$ -157.14
2013	Primary		Charge	\$ 146.70	\$ -	\$ -	\$ -	\$ -	\$ 146.70
			Payment	\$ -146.70	\$ -	\$ -	\$ -	\$ -	\$ -146.70
2012	Primary		Charge	\$ 150.52	\$ -	\$ -	\$ -	\$ -	\$ 150.52
			Payment	\$ -150.52	\$ -	\$ -	\$ -	\$ -	\$ -150.52
2011	Primary		Charge	\$ 161.46	\$ -	\$ -	\$ -	\$ -	\$ 161.46
			Payment	\$ -161.46	\$ -	\$ -	\$ -	\$ -	\$ -161.46
2010	Primary		Charge	\$ 171.02	\$ -	\$ -	\$ -	\$ -	\$ 171.02
			Payment	\$ -171.02	\$ -	\$ -	\$ -	\$ -	\$ -171.02
2009	Primary		Charge	\$ 174.40	\$ -	\$ 1.74	\$ -	\$ 1.13	\$ 177.27
			Payment	\$ -174.40	\$ -	\$ -1.74	\$ -	\$ -1.13	\$ -177.27



BINGHAM COUNTY TREASURER
TANNA BEAL
501 N MAPLE #210
BLACKFOOT ID 83221
TELEPHONE: (208) 782-3092

TAX MASTER INQUIRY

PARCEL NUMBER
RP0302012

TAX CODE AREA
015-000

LEGAL DESCRIPTION
T2S R35E SEC 17
T-8425
PRICED W/RP0302002 & RP0302010

PRIMARY PROPERTY ADDRESS
BLACKFOOT ID 83221

HENDRICKS RODNEY J
HENDRICKS ROBIN
480 W 300 N
BLACKFOOT ID 83221-2873

BALANCE DUE	INTEREST DATE
Paid in Full	04/07/2025
TOTAL	BALANCE AS OF
	04/07/2025 8:27 am

Tax Year Assessment Roll					Bill Number: 3041916	
2024	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR	VALUATION	
TAX / CERTIFICATION					TAXABLE VALUE: \$ 31,920	
Charges		\$ 98.69	\$ 98.69	\$ 197.38	CHARGES	
Adjustments		\$ 0	\$ 0	\$ 0		
Payments		\$ -98.69	\$ -98.69	\$ -197.38		
LATE CHARGE					Tax Code Area: 015-000 Levy: 0.006182876	
Charges/Adjustments		\$ 1.97	\$ 0	\$ 1.97		
Payments		\$ -1.97	\$ 0	\$ -1.97		
FEES					Tax Charge: \$ 197.38	
Charges/Adjustments		\$ 0	\$ 0	\$ 0		
Payments		\$ 0	\$ 0	\$ 0		
INTEREST					Certifications: \$ 0	
Charges/Adjustments		\$ 0.69	\$ 0	\$ 0.69		
Payments		\$ -0.69	\$ 0	\$ -0.69		
AMOUNT DUE		\$ 0	\$ 0	\$ 0	TOTAL CHARGES: \$ 197.38	

March 18, 2025

Rodney and Robin Hendricks

480 West 300 North

Blackfoot, ID 83221

To Whom it May Concern,

I am writing to confirm that Rodney and Robin Hendricks at 480 West 300 North, Blackfoot, ID 83221, is in good standing with the Dubois Ditch Company. As of the date of this letter, all assessments, fees, and obligations related to water rights and ditch maintenance have been paid in full, and there are no outstanding balance or compliance associated with their account.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Salisbury". The signature is fluid and cursive, with the first name "Keith" and last name "Salisbury" clearly distinguishable.

Keith Salisbury,
Secretary Dubois Ditch Company

INCORPORATED UNDER THE LAWS OF

IDAHO

Shares

No 4394

People's Canal & Irrigation Company

Water Decree 20,000 inches

Capital Stock \$500,000

20,000 Shares

THIS CERTIFIES THAT

Richard D. Jensen
is the owner of
one of the Capital Stock of

PEOPLE'S CANAL & IRRIGATION COMPANY

*He is entitled only to the benefits of the Corporation by the delivery
of the same in full payment of the subscription when so made of this Certificate*

In Witness Whereof

Charles E. Jensen
President

SHARES

\$25.00

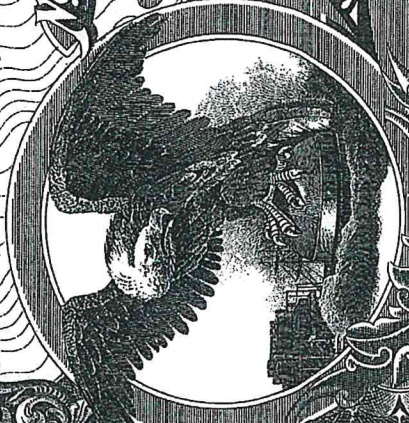
EACH

INCORPORATED UNDER THE LAWS OF

IDAHO

Shares

No 4380



People's Canal & Irrigation Company

Water Decree 20,000 Inches

Capital Stock \$500,000

20,000 Shares

THIS CERTIFIES THAT

NOTED AS THE BYLAWS
THIS STOCK IS ASSESSABLE AND
HAS BEEN FULLY PAID UP
A COPY OF THE BYLAWS WILL BE
FURNISHED UPON REQUEST

PEOPLE'S CANAL & IRRIGATION COMPANY

TRANSFERRED TO THE DEBTS OF THE CORPORATION BY THE HOLDER
OF THIS STOCK IN FULL PAYMENT OF THE DEBTS OF THE CORPORATION
AND THE HOLDER OF THIS STOCK IS THEREBY RELEASED FROM ALL
LIABILITIES TO THE CORPORATION

IN WITNESS WHEREOF

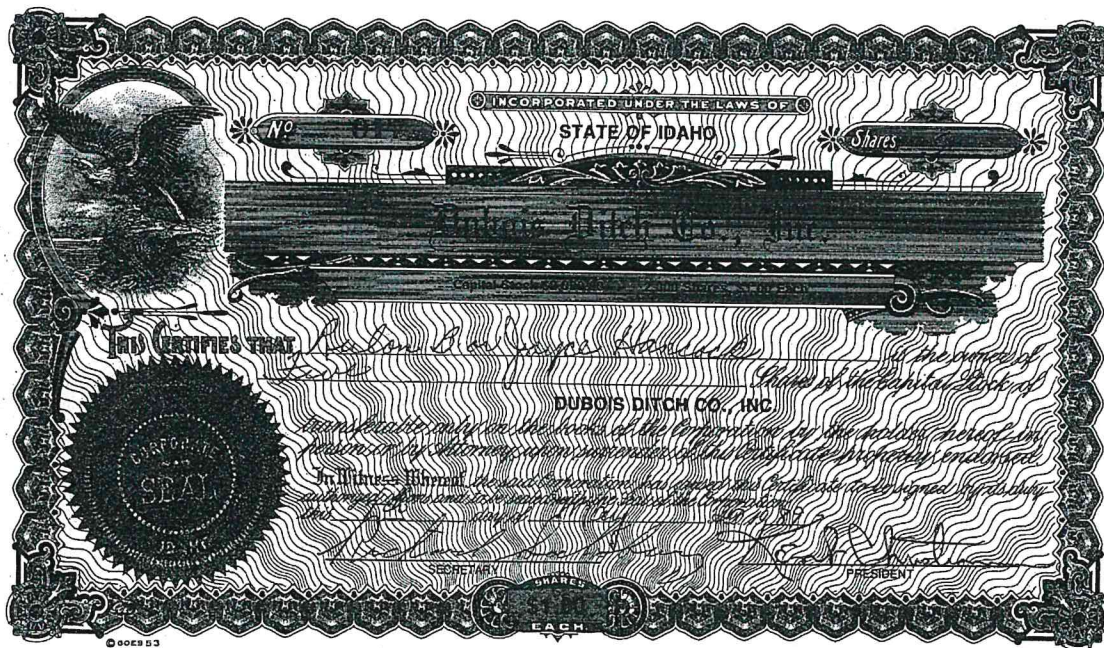
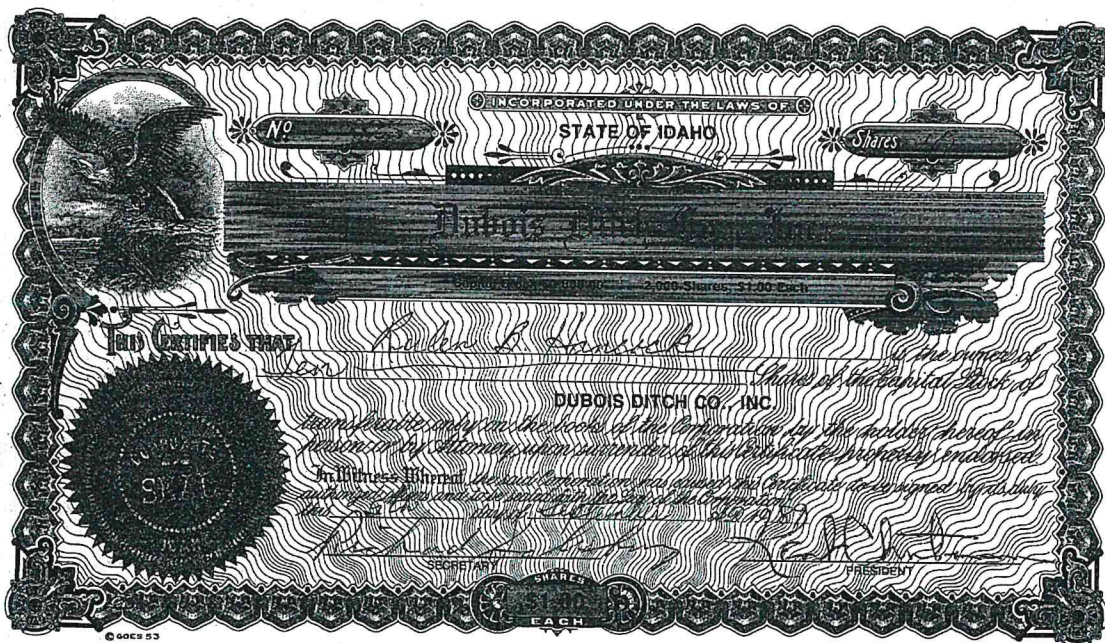
THE BOARD OF DIRECTORS OF THE CORPORATION HAS CAUSED THIS
CERTIFICATE TO BE SIGNED AND SEALED THIS 1st DAY OF JANUARY
1900

President

SHARES

\$25.00

EACH



BINGHAM COUNTY PLANNING & ZONING COMMISSION

REGARDING THE APPLICATION OF:

Rod Hendricks Subdivision, a 4-lot Subdivision in a

“R/A” Residential/Agriculture Zoning District

Property Owners and Developers: Rodney and Robyn Hendricks

REASON AND DECISION

November 9, 2022

Requested Action: Rodney and Robin Hendricks requested to develop a 4-lot Subdivision, to be known as the “Rod Hendricks Subdivision”, on approx. 4.50 acres, located in a “R/A” Residential/Agriculture Zoning District, with lots ranging in size from 1 acre to 1.38 acres, located at 480 W 300 N Tressel Road, Blackfoot. There is an existing home, septic system, and culinary well on Lot 1, owned and resided in by the Hendricks. Lots 2, 3, and 4 will also have an individual septic system, drain field, and culinary well. All Lots will have irrigation water rights assessed by the People Canal & Irrigation Company with delivery through a pressurized irrigation system and road frontage along a 50-foot wide access easement. The Comprehensive Plan Map has this area identified as Residential/Residential Agriculture.

Property Owners and Developers:

Rodney and Robin Hendricks

Representative:

Chris Street, Professional Licensed Surveyor, HLE, Inc.

Location:

480 W 300 N, Blackfoot, Idaho 83221, Parcel Numbers RP0302002, RP0302010, and RP0302012, Township 2S, Range 35 East, Section 17, consisting of approx. 4.50 acres

Applicable Regulations:

Bingham County Comprehensive Plan, Dated November 20, 2018
Bingham County Zoning Ordinance 2012-08

Public Hearing Date:

November 9, 2022

I. MEETING INFORMATION AND TESTIMONY

1. The following was reviewed by the Commission:
 - a. Application;
 - b. Staff Report;

c. Governmental Agencies who provided comments were:

(T-1) Bingham County Treasurers Office, stated taxes for 2022 will need to be prepaid prior to the Treasurer signing the Plat.

(T-2) Spencer Larsen, The People's Canal & Irrigation Company, stated the Hendricks are required to maintain all of their shares in one group and form a HOA to be billed for the annual assessment. The delivery of the water would come from the Dubois lateral and would need to be coordinated with the leadership of that lateral.

(T-3) Bingham County Public Works, stated Lots 2, 3, and 4 will need to use the existing easement for access. 300 W. Tressel Road is a Local Road, the speed limit is posted at 45 mph, and the approach spacing is 60 feet (*which is not applicable if no new approaches are being added*). The developer is in charge of placing posts and signage.

(T-4) Allan Johnson, Regional Engineering Manager with Idaho Department of Environmental Quality, provided general land development recommendations as shown in his response.

(T-5) Jeff Gardner, Bingham County Sheriff, had no comments or concerns.

(T-6) Gwen Inskeep, Bingham County Surveyor, stated the following:

- Update surveyor and owner information
- Provide road name and grid number for private easement and ensure it closes
- Add street sign and cluster mailbox requirement note and show proposed mailbox location
- Correct dimensions on Lot 1 and the private easement for closure and darken contour lines
- Update the canal company on both sheets to reflect correct company
- Note that the address of the existing residence will most likely need changed and addressed off the proposed easement, if approved.

(T-7) Keith Salisbury, Secretary of the Dubois Ditch Company, stated Mr. Hendricks has not paid a water assessment to the Dubois Ditch Company for several years, thus his space has been terminated in their canal. The Dubois Ditch Company is a private lateral off of the People's Canal Company.

d. No public response was received prior to the Public Hearing.

2. Public Hearing testimony included:

a. Applicant's Representative Testimony:

(T-8) Chris Street, Professional Land Surveyor with Harper Leavitt Engineering, 800 W Judicial, Blackfoot, Idaho, provided the Commissioners with a larger copy of the Proposed Plat (Exhibit T-8A). Mr. Street stated the Applicant's daughter was in a serious motorcycle accident and instead of requesting a temporary secondary dwelling for medical necessity, he decided to propose a Subdivision to provide his daughter and other children with the option to build next to their home. He explained that the additional two lots being created would not be for sale in the immediate future and are intended for family. Mr. Street addressed the irrigation issue that was recently brought to their attention; Mr. Hendricks has water shares but was unaware that he also had to pay assessments to get the water shares (via the Dubois Ditch Company) to his property which he had quit paying. Subsequently, the Dubois Ditch Company sold Mr. Hendricks water shares and no longer has enough volume to provide his water shares back to him. There are currently systems in place with a pump but no way to get water to the pump.

Chairman Leavitt asked for clarification as to statute of limitations, notification, and timelines pertaining to the sale of Mr. Hendricks water shares. Mr. Street didn't have answers to those questions but stated Mr. Hendricks quit paying the Dubois Ditch Company and given that someone else wanted the water volume (shares) so the Ditch Company sold Mr. Hendricks shares. Perhaps Mr. Hendricks was confused or unaware he was supposed to be paying both canal companies but Mr. Street wasn't certain; in summary, Mr. Hendricks had been paying the shares/fees associated with the Peoples Canal but not the Dubois Ditch

b. Testimony in favor, neutral, nor in opposition was received. After the Applicant's testimony, the Public Hearing was closed for this item.

3. The Commissioners moved to discussion and deliberation wherein Commissioners Aullman, Sellers, and Croft all agreed the Application did not meet the requirement of Bingham County Code Section 10-14-4(B)(4)(d) as the Applicant does not have the ability to deliver water from the People's Canal, through the Dubois Ditch, to the proposed Subdivision based upon the Applicants non-payment of water assessments to the Dubious Ditch Company.

Commissioner Aullman stated he had no other concerns in terms of the recommending approval for this Application as it seems to meet all of the requirements other than the irrigation water delivery and questioned if the Application could be recommended for approval to the Board of County Commissioners once an irrigation delivery method and shares were identified. Mr. Paul Rogers, County Attorney, further stated that he was unsure if the Planning & Zoning Commission would be able to recommend

approval of the Application, even with conditions placed on the motion to determine water availability and delivery prior to the presentation of the recommendation to the Board of County Commissioners, due to the wording in Bingham County Code and because of the word “*shall*”. Therefore, the right condition would have to be placed on the Application to allow for that recommendation to be brought before the Board of County Commissioners.

The Commissioners agreed that for this Application to be considered for approval, the Applicant has to find irrigation water. Mr. Rogers asked if it would be appropriate to verify if those rights exist and that the Planning & Zoning Commission should allow time for that information to come forward in order to meet the Code requirements. The Commissioners discussed the options moving forward and determined those to be (1) recommending approval of the Application subject to identifying the ability and delivery of irrigation water; (2) tabling the action item for a future date once Bingham County Code Section 10-14-4(B)(4)(d) can be met. Commissioner Sellers suggested waiting for more information on the water delivery may be prudent prior to proceeding.

II. REASON

The Planning & Zoning Commission hereby found:

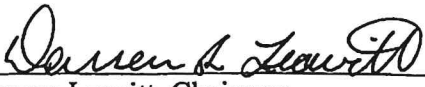
1. the Application met the requirements of Bingham County Code Section 10-4-2(D) as the purpose of the “R/A” Residential/Agricultural zone is to permit the establishment of low density single-family dwellings with lot sizes sufficient for individual sewer and water facilities that have suitability of parcel for agricultural purposes; proximity to existing areas of similar population density; lot size compatible with existing lot sizes in the immediate area; compatible with the existing uses in the immediate area; protection from incompatible uses; accessibility to adequate utilities; and adequate service by roadways. The Commission reviewed the Application and did not have any concerns with this criteria being met with exception to the delivery of irrigation water; and
2. the Application met the requirements in Bingham County Code Sections 10-6-6(B)(1) and 10-14-4(B) because proposed lots meet the 1 acre minimum and are proposed with individual culinary wells and individual sanitary sewer systems; and
3. the Application met the requirements of Bingham County Code Section 10-14-4(A) because the Application was completed and included all items listed in Sections 10-14-4 (A) 1-23 with the exception of Section 10-14-4(B)(4)(d) wherein the Application did not meet the requirements as water rights are associated with the property and cannot be delivered. The Commissioners received written testimony from the Dubois Ditch Company stating the Applicant no longer has shares in the Dubois Ditch Company based upon lack of water assessment payment(s). According to the Applicant’s Representative, the water shares with the People’s Canal are available however there is currently no option to deliver the water from the People’s Canal to the proposed Subdivision if not through the Dubois Ditch Company (who does not have volume capacity for Mr. Hendricks); and

4. the proposed Subdivision is considered to be consistent with the Bingham County Comprehensive Plan as the area is designated as Residential/Residential Agriculture; and
5. the Application met the requirements of Idaho Code §67-6513 and Bingham County Code Section 10-3-6 because the Public Hearing was held for all property owners within 300 feet; published in the official newspaper a minimum of 15 days prior the Hearing and notice was posted on the property a minimum of one week prior to the Hearing.

III. DECISION

Based on the record and the discussion, and in accordance with Bingham County Code Section 10-14-4(B)(4)(d), Commissioner Sellers moved to table the request by Rodney and Robin Hendricks, for a 4-lot Subdivision to be known as the "Rod Hendricks Subdivision" in order for the Applicant to obtain additional information verifying the appropriate water share ownership and method of irrigation water delivery to be served to the proposed Subdivision and meet Bingham County Code Section 10-14-4(B)(4)(d).

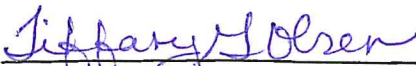
Commissioner Croft seconded the motion. Commissioners Sellers, Croft, Aullman and Carroll voted in favor. The Motion carried.



Darren Leavitt, Chairman
Bingham County Planning and Zoning Commission

11/29/22

Date



Tiffany G. Olsen,
Planning & Development Director

12/2/2022

Date