

SHORT PLAT APPLICATION  
Requiring Public Hearing

Steve + Jackie Vickers / Mason: Associates Inc  
APPLICANT/ APPLICANT REPRESENTATIVE

Bar None Acres  
SUBDIVISION NAME

2525 S. Links Place  
MAILING ADDRESS

9+10 2N 4W  
SECTION TOWNSHIP RANGE

Eagle ID 83616  
CITY STATE ZIP CODE

Have you contacted Southwest District Health? Y N

[Redacted] TELEPHONE FAX OR EMAIL

RP008250010050  
TAX ASSESSOR'S PARCEL NUMBER(s)

Same  
OWNER'S NAME

Multiuse zone  
CURRENT ZONING OF THE SUBJECT PARCEL

Same  
OWNER'S MAILING ADDRESS

No. 225-24  
CUP FILE NUMBER

[Redacted] CITY STATE ZIP CODE

[Redacted] SITE ADDRESS

OWNER'S TELEPHONE NUMBER

NO  
AREA OF CITY IMPACT

I DECLARE UNDER PENALTY OF PERJURY that I/we, \_\_\_\_\_, being duly sworn, depose and say that I/we am/are the applicant(s) in the foregoing application, that I/we have read the foregoing application and know the content thereof and state that the same is true and correct to the best of my knowledge. Furthermore, all information and data submitted to Owyhee County in support of my application is true and correct to the best of my knowledge. I/we acknowledge that by submitting this application a member or members of the planning and zoning commission may physically make a site visit to the proposed site and surrounding vicinity. I/we understand that this will be done at an unannounced time without conversation with owners, applicants, or the public.

Dated: 23 Dec 25 Signed: [Signature]

Dated: 2-12-2026 Signed: [Signature]

On the 23 day of December, 2025, before me, the undersigned Notary Public, personally appeared, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



Angelone Cuellar  
Notary Public

Residing at Middleton, Idaho  
Commission Expires: February 06, 2031

FOR ADMINISTRATIVE USE  
File No. \_\_\_\_\_ Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_ Pd. \_\_\_\_\_ Check No. \_\_\_\_\_

**SUBMITTAL REQUIREMENTS:**

With the exception of full size plat documents, all other documents must be submitted in collated, bound, or three hole fastened presentation folders or binders. Clipped, loose, rubber banded, or non-collated packets will not be accepted. One copy must be the originals of any documents signed by the applicant/developer.

Plat documents shall have a minimum dimension of 18" x 27" and shall be drawn at a horizontal scale of 50 feet to one inch or such other scale as the department determines will clearly portray all of the required information. All copies of the plat documents shall be folded so as to have a maximum dimension no larger than 9" x 14". The title block shall be prominently visible when so folded. Please submit the originals plus 12 collated packets of the following documents:

- Application (Typically, the name on the deed will be the name of the applicant, not the consulting firm. If the applicant is someone other than the landowner on the deed, an affidavit from the land owner must be included)
- Copy of recorded warranty deed for the subject property
- Copy of decision from original Conditional Use Permit (if applicable), and any other required documents (i.e. Road Users Agreement, Water Users Agreement, etc.) that were conditions of the CUP approval
- Color Aerial Map, Vicinity Map, Zone Map, Assessor's Parcel Map with subject property clearly identified
- Approved Irrigation Plan from irrigation entity (if applicable)
- Site report from Southwest District Health (SER)
- Full size preliminary plat documents, plus an emailed electronic copy. Paper copies folded to no larger than 9" x 14"
- Full size final plat documents, plus an emailed electronic copy. Paper copies folded to no larger than 9" x 14"
- Reduced 8 1/2" x 11" copies of preliminary and final plat documents
- Final engineered plans for any required improvements
- Copy of any private restrictions (CC&Rs) that will be imposed for purpose of privately regulating this development
- Statement requesting variance and the reason therefor (if applicable)

Is a variance, as specified in Title 10 Chapter 8, being requested?  Yes  No

**SUBDIVISION FEATURES:**

Total Area: 28.23 acres      Number of Lots: 3 (excluding common lots)  
(Not to exceed ten lots)

Smallest Buildable Lot Data: (excluding common lots)

Width: 244      Depth: 575      Area: 207345.6 sq.ft.

Proposed Number of Dwelling Units: (multi-family developments only) —

Type of Dwelling(s) Proposed:

- Single Family Detached       Single Family Attached       Townhomes
- Duplexes       Multi-Family       Other

Type of Utilities Proposed:

Water: Private      Electric: Idaho Power      Septic: private

Access (From nearest public street or road): Mallard Way

Will you be bonding for improvements? If yes, list: unknown

Does the proposed development require special development considerations? no

If yes, combining the preliminary and final plats are not allowed pursuant to Owyhee County Code 10-3-3.

Lot Types	# of lots in preliminary plat	# of lots in final plat
Residential	<u>3</u>	<u>3</u>
Commercial	<u>0</u>	<u>0</u>
Industrial	<u>0</u>	<u>0</u>
Common (landscape, utility, or other)	<u>0</u>	<u>0</u>
Open space	<u>0</u>	<u>0</u>
TOTAL	<u>3</u>	<u>3</u>

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



AFTER RECORDING MAIL TO:

Stephan A. Vickers and Jacqueline M. Vickers  
2525 S Links Pl  
Eagle, ID 83616

Instrument # 321616

MURPHY, OWYHEE, IDAHO  
2025-10-20 02:59:23 No. of Pages: 2  
Recorded for: FIRST AMERICAN TITLE INSURANCE COMPANY  
ANGELA BARKELL Fee: \$15.00  
Ex-Officio Recorder Deputy: map  
Index To: DEED WARRANTY  
Electronically Recorded by Simplifile

## WARRANTY DEED

File No.: 4106-4289828 (WS)

Date: July 14, 2025

For Value Received, **Michael R. Simmons, Trustee of the Michael Simmons Trust dated August 20, 2003**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Stephan A. Vickers and Jacqueline M. Vickers, husband and wife**, hereinafter referred to as Grantee, whose current address is **2525 S Links Pl, Eagle, ID 83616**, the following described premises, situated in **Owyhee County, Idaho**, to wit:

**LEGAL DESCRIPTION:** Real property in the County of Owyhee, State of Idaho, described as follows:

**Lot 5 in Block 1 of LEILANI ESTATES SUBDIVISION, according to the plat thereof, recorded September 28, 2021, as Instrument No. 309645, records of Owyhee County, Idaho.**

APN: **RP008250010050**

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto 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.

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



AFTER RECORDING MAIL TO:

Stephan A. Vickers and Jacqueline M. Vickers  
2525 S Links Pl  
Eagle, ID 83616

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

After recording, return to:

Doug Meyers  
Title Operations Senior Manager  
2150 S. Bonito Way #100  
Meridian, Idaho 83642

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*Above space for recording*

**DEED OF EXCLUSIVE INGRESS, EGRESS AND PUBLIC UTILITY EASEMENT AND ACCEPTANCE**

**PARTIES:**

<b>Leilani Estates Subdivision Homeowners' Association, Inc.</b>	<i>Grantor</i>	P.O. Box 633 Marsing, Idaho 83639
<b>Stephan A. Vickers and Jacqueline M. Vickers, husband and wife</b>	<i>Grantees</i>	2525 S. Links Pl Eagle, Idaho 83616

This DEED OF EXCLUSIVE INGRESS, EGRESS AND PUBLIC UTILITY EASEMENT AND ACCEPTANCE, effective as of the date of the Parties' signatures hereon, by and between the LEILANI ESTATES SUBDIVISION HOMEOWNERS' ASSOCIATION, INC. an Idaho nonprofit corporation, Grantor (hereinafter referred to as "Grantor"), whose address is P.O. Box 633, Marsing, Idaho 83639, and the STEPHAN A. VICKERS and JACQUELINE M. VICKERS, husband and wife, Grantee (hereinafter referred to as "Grantee"), whose address is 2525 S. Links Pl. Eagle, Idaho 83616.

**SECTION I**  
**DEFINITIONS**

For all purposes of this *Deed of Exclusive Ingress, Egress and Utility Easement and Acceptance*, the following terms in bold shall have the meaning herein provided unless the context of the term herein clearly requires otherwise:

- 1.1 Deed of Easement:** means and refers to this *Deed of Exclusive Ingress, Egress and Public Utility Easement and Acceptance*.

DEED OF EXCLUSIVE INGRESS, EGRESS AND PUBLIC UTILITY EASEMENT AND ACCEPTANCE

Page 1

- 1.2 Easement Area:** means and includes that certain real property legally described in **Exhibit A**, attached hereto, and by this reference incorporated in this definition as if set forth a length.
- 1.3 Ingress and Egress Easement:** means and includes the exclusive right to construct, use, maintain, repair, improve, and replace a driveway or access roadway within the Easement Area suitable for residential vehicular traffic and for use by emergency and first responder vehicles, including fire apparatus and ambulances. Such right includes the right to grade, surface, and install drainage improvements reasonably necessary to provide for proper drainage of the driveway or access roadway surface and to ensure safe and reliable access, together with the right of entry upon the Easement Area for such purposes.
- 1.4 Grantee:** means and refers to STEPHAN A. VICKERS and JACQUELINE M. VICKERS, husband and wife, Grantee Party to this Deed of Easement.
- 1.5 Grantor:** means and refers to the LEILANI ESTATES SUBDIVISION HOMEOWNERS' ASSOCIATION, INC. an Idaho nonprofit corporation, Grantor Party to this Deed of Easement.
- 1.6 Lot 5:** means and refers to Lot 5 of *Leilani Estates Subdivision*, as shown on the plat recorded in the office of the Ex-Officio Recorder of Owyhee County, Idaho, as Instrument No. 309645, together with any parcel or parcels hereafter created by a subdivision of said Lot 5.
- 1.7 Parties:** means and refers to the Grantor and the Grantee.
- 1.8 Public Utility Easement:** means and includes the exclusive right to construct, install, inspect, operate, maintain, repair, replace, and remove any and all public utility facilities and appurtenances underground within the Easement Area, including but not limited to facilities for domestic water, irrigation water, sewer, storm drainage, electricity, natural gas, telecommunications, fiber optic, and other utility or communication systems, whether public or private, or serving the subdivision. Such rights shall include the reasonable right of access over and upon the Easement Area for personnel, vehicles, and equipment necessary to perform such activities, together with the right to cut and remove vegetation and to do all other acts reasonably necessary for the installation and continued operation of said facilities, provided that the surface of the Easement Area shall be restored, as nearly as practicable, to its original condition upon completion of any work.

**SECTION II**  
**RECITALS**

The parties recite and declare:

- 2.1 Grantor is the owner of the Easement Area; and
- 2.2 The Grantees are the purchasers of Lot 5 and intend to subdivide Lot 5 into three parcels for residential development; and
- 2.3 That in order to develop Lot 5 for residential development and use, it is necessary that the Grantees acquired this Deed of Easement from the Grantor; and
- 2.5 Grantor is willing to grant and convey to the Grantee and the Grantee is willing to accept this Deed of Easement subject to the conditions as stated herein in this Deed of Easement.

In consideration of the mutual covenants contained in this Deed of Easement, the parties agree as follows:

**SECTION III**  
**GRANT OF DEED of EASEMENT**

- 3.1 Grantor does hereby grant, convey and release unto the Grantee, and or their assigns, as hereinafter provided for from the effective date hereof, this *Deed of Easement inclusive of the Ingress and Egress Easement and Public Utility Easement* exclusive for the use and benefit of Lot 5.

**SECTION IV**  
**ACCEPTANCE OF GRANT OF PUBLIC UTILITY EASEMENT**

- 4.1 The Grantees do hereby accept the grant and conveyance from the Grantor of this Deed Easement subject to the terms and conditions of this Deed of Easement.

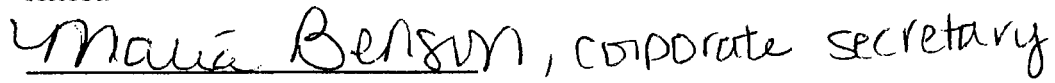
IN WITNESS WHEREOF, this Deed of Easement has been executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 with the intent that it shall be recorded in the office of the recorder of the County of Owyhee, state of Idaho.

DATED AND SIGNED this 16 day of October, 2025.

**LEILANI ESTATES SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.**

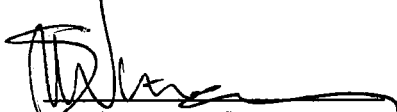
  
Michael Simmons, President

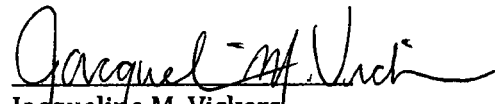
Attest:

  
Malia Benson, Corporate Secretary

DATED AND SIGNED this 20 day of October, 2025.

**STEPHAN A. VICKERS and JACQUELINE M. VICKERS, husband and wife**

  
Stephan A. Vickers

  
Jacqueline M. Vickers

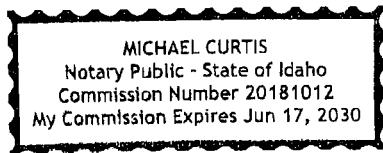
STATE OF IDAHO )

: ss.

County of Ada )

On this 16 day of October, in the year of 2025, before me a notary public for the State of Idaho, personally appeared **MICHAEL SIMMONS** and **MALIA BENSON** known or identified to me to be the persons whose names are subscribed to the within instrument as President and Secretary of the Leilani Estates Subdivision Homeowners' Association, Inc., and acknowledged to me that they executed the same as President and Secretary of the Leilani Estates Subdivision Homeowners' Association, Inc..

(SEAL)



[Signature]  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

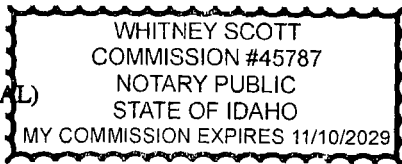
STATE OF IDAHO )

: ss.

County of Canyon )

On this 20 day of October, in the year of 2025, before me a notary public for the State of Idaho, personally appeared **STEPHAN A. VICKERS** and **JACQUELINE M. VICKERS, husband and wife**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)



[Signature]  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A – REAL PROPERTY  
EXHIBIT A**

**LEILANI ESTATES SUBDIVISION LOT 5 BLOCK 1  
INGRESS-EGRESS AND UTILITY EASEMENT**

A parcel of land being a portion of the S1/2 NE1/4 of Section 9, Township 2 North, Range 4 West, Boise Meridian, Owyhee County Idaho, more particularly described as follows:

Commencing at the SE corner of said S1/2 NE1/4;

Thence N 89° 37' 08" W a distance of 1322.97 feet along the south boundary of said S1/2 NE1/4 to the SE corner of the SW1/4 NE1/4 of said Section 9;

Thence N 89° 29' 51" W a distance of 110.71 feet along the south boundary of said SW 1/4 NE 1/4 to the westerly boundary of Leilani Estates Subdivision;

Thence along the boundary of Leilani Estates Subdivision the following courses and distances:

Thence N 00° 07' 03" E a distance of 215.02 feet parallel with the east boundary of said S1/2 NE1/4;

Thence N 89° 05' 05" E a distance of 283.95 feet;

Thence N 00° 07' 03" E a distance of 1104.01 feet parallel with the east boundary of said S1/2 NE1/4 to a point on the north boundary of said S1/2 NE1/4;

Thence S 89° 37' 39" E a distance of 718.58 feet along the north boundary of said S1/2 NE1/4 and the north boundary of Leilani Estates Subdivision to the NW corner of Shari Hills Estates Phase No. 1 Subdivision;

Thence along the easterly boundary of Leilani Estates Subdivision coincident with the boundary of Shari Hills Estates Phase No. 1 Subdivision the following courses and distances:

*Mason &  
Associates Inc.*

Professional Engineers, Land Surveyors and Planners  
Page 1 of 2

Thence S 03° 40' 16" W a distance of 760.91 feet, to the north right-of-way of Mallard Way said point being the **POINT OF BEGINNING**;

Thence S 17° 02' 23" W a distance of 50.00 feet;

Thence leaving the Leilani Estates Subdivision and Shari Hills Estates Phase No. 1 boundary;

Thence 45.68 feet, along the arc of a 325 foot radius curve right, with a central angle of 08° 03' 13", the long chord of which bears N 68° 56' 02" W a distance of 45.64 feet, to a point on the westerly boundary of Lot 4 Block 1 Leilani Estates Subdivision.

Thence along the westerly boundary of said Lot 4 Block 1 Leilani Estates Subdivision the following courses and distances:

Thence N 41° 40' 50" E a distance of 32.67 feet;

Thence N 03° 40' 16" E a distance of 20.08 feet;

Thence leaving said westerly boundary of Lot 4 Block 1 Leilani Estates Subdivision, 36.66 feet, along the arc of a 275 foot radius curve left, with a central angle of 07° 38' 19", the long chord of which bears S 69° 08' 29" E a distance of 36.64 feet, to a point on the boundary of Leilani Estates Subdivision said point being coincident with the westerly boundary of Shari Hills Subdivision and on the northerly right-of-way of Mallard Way to the **POINT OF BEGINNING**;

This parcel contains 1,857 square feet more or less.

**SUBJECT TO:** All existing rights of way and easements of record or implied appearing on the above-described parcel of land.



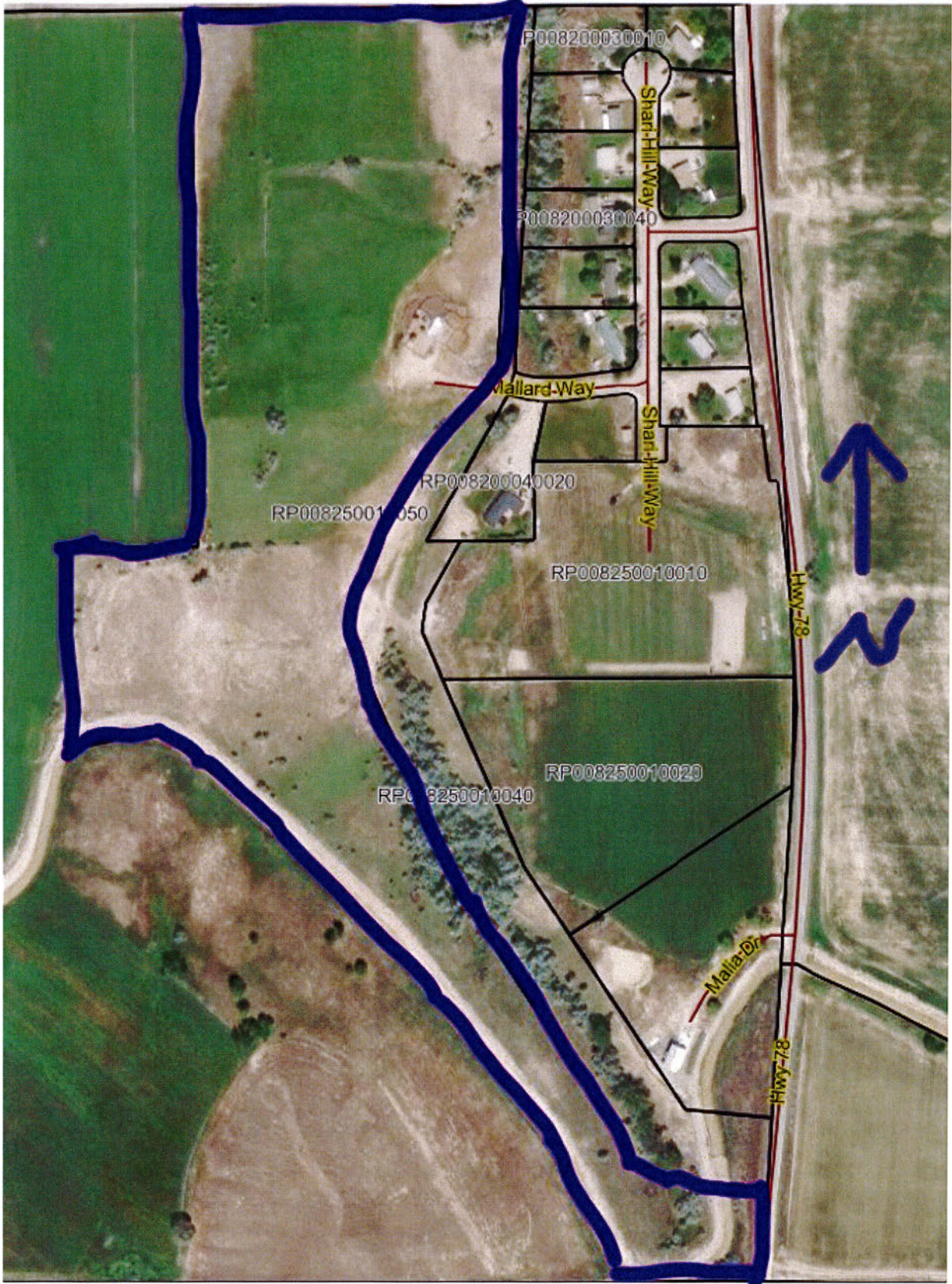
W:\Work\L\Leilani Estates Subdivision HOA 27699\Ingress, Egress and Utility Easement for Lot 5\2025.10.25 Deed of Ingress, Egress and Public Utility Easement.docx



**AGRI-LINES IRRIGATION, INC (Parma)**

12/09/2025

115 N. 2nd St; PARMA, ID 83660  
Office: 1 (208) 989-1383; Mobile: 1 (208) 989-1383  
Aden Antosca aden@agri-lines.com



P008200030010

Shari-Hill-Way

P008200030040

Mallard-Way

Shari-Hill-Way

RP008200040020

RP008250010050

RP008250010010

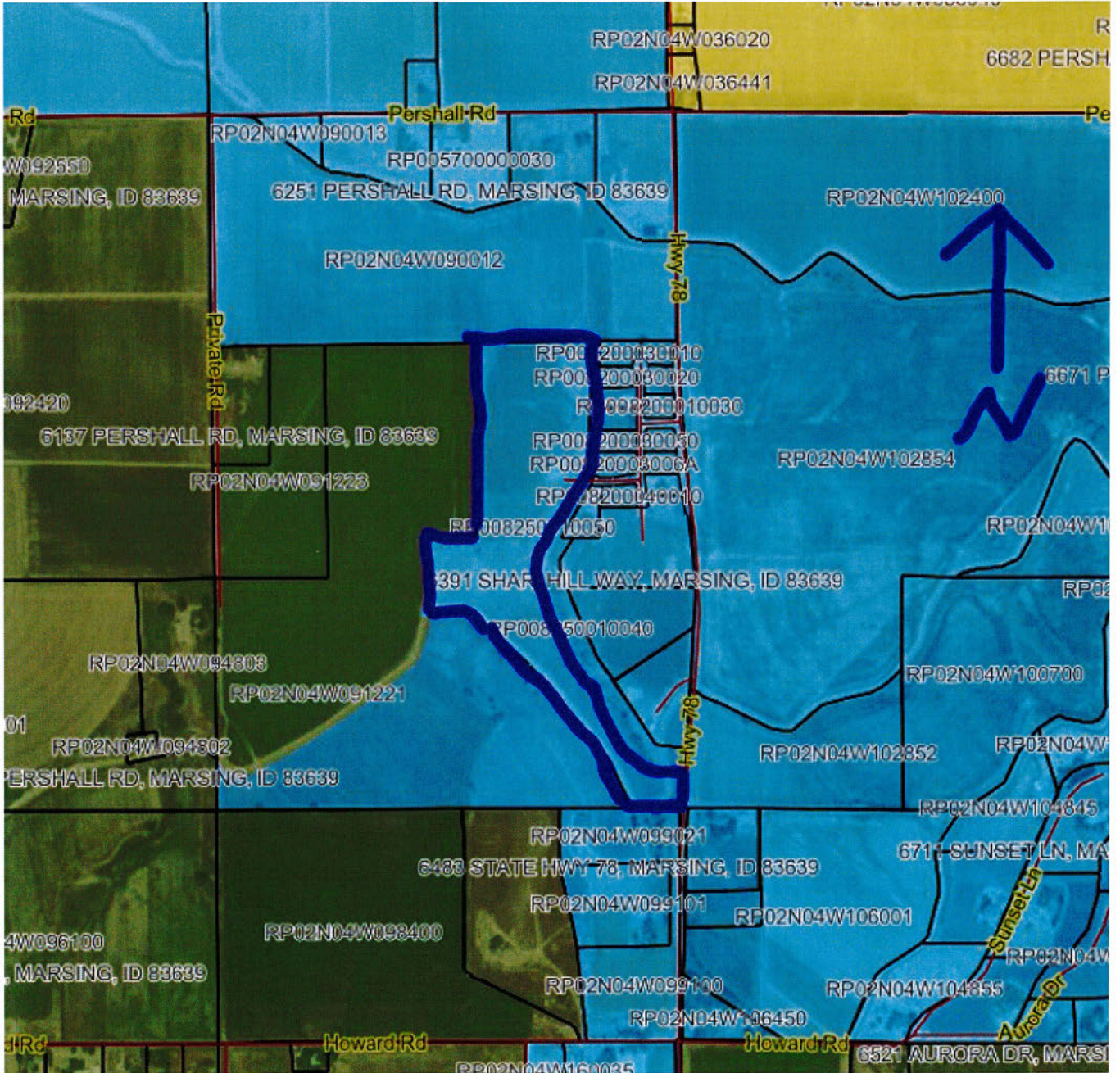
Hwy-78

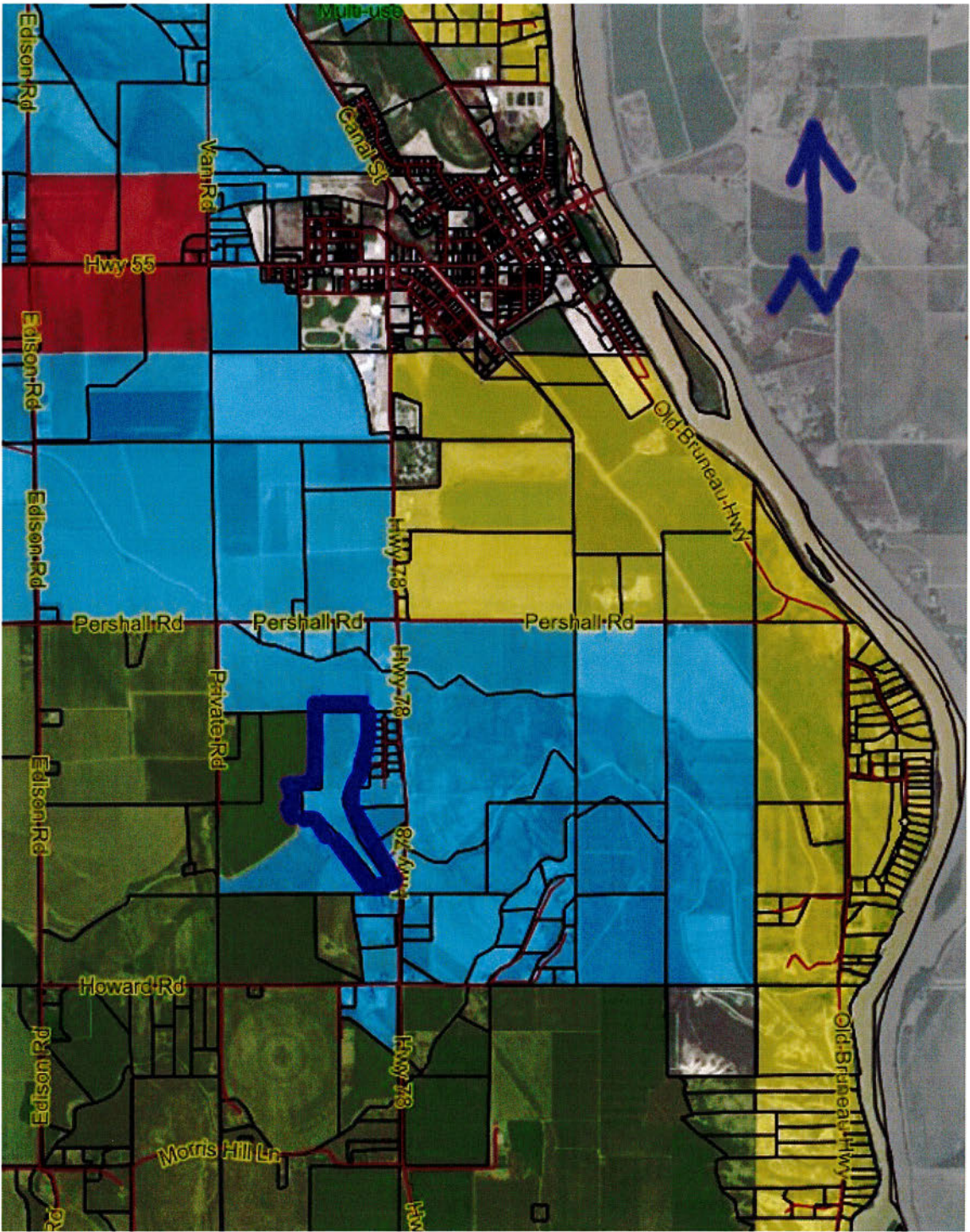
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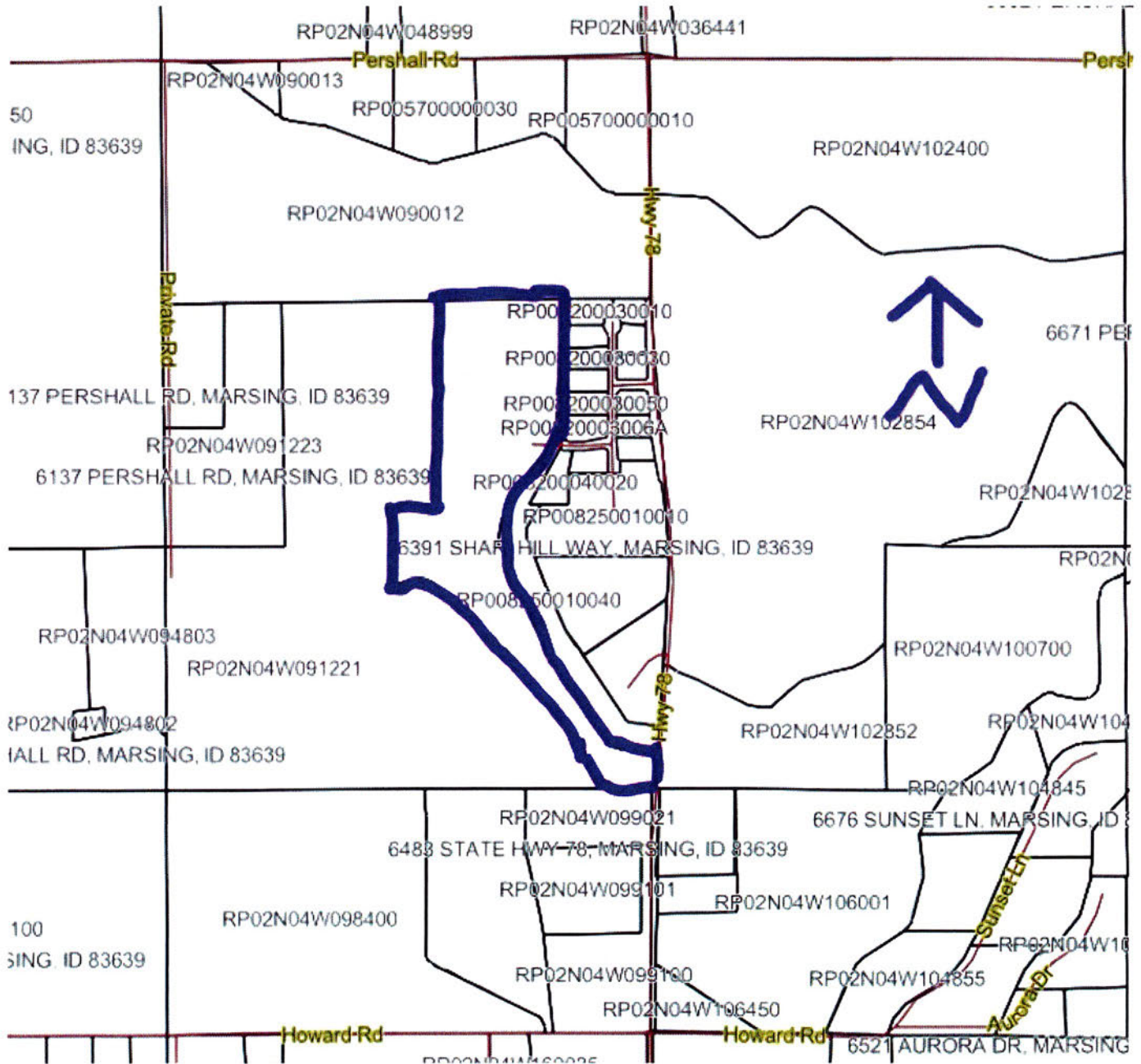
RP008250010040

Malia-Dr

Hwy-78













**BEFORE THE OWYHEE COUNTY PLANNING AND ZONING COMMISSION**

Re: Application for Conditional Use Permit )  
 )  
Filed by )  
 )  
Stephan Vickers )  
 )  
\_\_\_\_\_ )

No. Z25-24  
Memorandum of Decision

**Instrument # 321218**  
MURPHY, OWYHEE, IDAHO  
9-24-2025 04:17:14 PM No. of Pages: 6  
Recorded for : OWYHEE COUNTY PLANNING & ZONING  
ANGELA BARKELL Fee: 0.00  
Ex-Officio Recorder Deputy *L King*  
Index to: MEMORANDUM

**SUMMARY**

Stephan Vickers (hereinafter “Applicants”) applied for a conditional use permit seeking approval to create a 3-lot residential subdivision. The subject parcel, RP008250010050, is owned by Michael Simmons. The parcel is located off Highway 78 and Shari Hill Way / Mallard Way, approximately .75 miles south of Marsing and .25 mile from the area of city impact, in a multiuse zone in a portion of the N½ of the SE¼ of Section 9 and the NW¼ SW¼ of Section 10, Township 2 North, Range 4 East, Boise Meridian, Owyhee County, Idaho. After a duly noticed hearing conducted on August 27<sup>th</sup>, 2025, the Commission enters the following decision:

**FINDINGS**

All statements in this narrative summary of the evidence are findings of fact made by the Commission after the hearing, and considering evidence admitted in the case. The statements of fact contained herein are “Findings of Fact” made by the Commission, even absent the phrase “The Commission finds.” The same applies to narrative statements. All facts contained therein are “Findings of Fact.”

1. The Commission finds that the subject parcel is located in an area of Owyhee County that has been designated a Multi-use District (hereinafter “District M”). Owyhee County Code, Title 9, Chapter 5, Article B., Section 9-5B-3 sets forth allowed uses in District M. Contained therein, “Uses allowed in the R district except residential subdivisions.” Therefore, a residential subdivision requires a conditional use permit.
2. The Commission finds that the Applicants are seeking approval to developed a 3-lot subdivision with access from Mallard Way.
3. The Commission finds that the Applicants wish to build a home for themselves on one lot and create two additional buildable lots, one for each of their two children.
4. The Commission finds that Owyhee County Code, Title 9, Chapter 9-6-4 sets forth the process and criteria used for issuance of a conditional use permit. This section sets out that the Applicant has the burden of proof to justifying the conditional use permit, Section 9-6-4 B. requires that the Applicant meet the burden of proof on the following criteria:
  - Whether this Code permits the use by conditional use permit.
  - Whether the intended use is necessary or desirable to the public convenience and welfare.
  - Whether the proposed use may create a hazard, nuisance, detriment or other injury to other property in the immediate vicinity or to the health or safety to the citizens of the county in general.

- Whether essential public services, or the general public health or safety, or the general public environment may be negatively impacted by such use or whether there may be a requirement of additional public funding in order to meet the needs created by the requested use.
  - Whether adequate sewer, water and drainage facilities, and utility and other service systems are to be provided by the Applicant to accommodate said use.
  - When a permit is granted with appropriate conditions, bonds and safeguards which are in conformity with this title may be prescribed. Violations of such conditions, bonds or safeguards, when made a part of the terms under which the conditional use is granted, shall be deemed a violation of this title.
  - Whether the proposed use may have adverse impact on water and water supplies, both surface, aquifer and underground in the county.
  - Whether the geological base on which the use is to be placed may or may not support such proposed use.
  - Whether the proposed use at the proposed site may endanger human health, animal life and plant life in the surrounding area and/or the county in general.
  - Whether the proposed use complements, benefits, and is compatible with the surrounding land uses.
  - Whether special conditions could be imposed upon the proposed use which would so minimize any adverse impact as to justify the granting of the conditional use permit.
5. The Commission finds that irrigation water to this property is provided by Gem Irrigation District. The property is entitled to 21.08 acre-feet of irrigation water (62% of Leilani Estates Water Associations 34 acre-feet annual allotment).
  6. The Commission finds credible the Applicant's testimony that there is some difficulty irrigating the property so the Applicant will design a system that is more effective and efficient to irrigate.
  7. The Commission finds that the ground has not been being irrigated, and if it has, it has not been done well. The Commission finds that the Applicant will be making the majority of the irrigated land more productive. The Commission finds the subject parcel is located in a herd district and the Applicants are aware that livestock must be fenced in.
  8. The Commission finds credible the Applicant's testimony that he is willing to accept a condition that he will develop a water users' agreement to ensure continued irrigation of each of the lots and ensure the maximum acres of land possible will continue to be irrigated.
  9. The Commission finds that the proposed use and density is consistent with the multiuse zone and consistent with the surrounding area.
  10. The Commission finds credible the Applicant's testimony that he is willing to develop CC&Rs for this 3 lot subdivision which will be submitted with the plat application.
  11. The Commission finds that access to the proposed subdivision is from Mallard Way and that the Applicants are aware that they would need to work with Gem Highway District for permitted access.
  12. The Commission finds credible the Applicant's testimony that a private well would be drilled for domestic water on each of the 3 residential lots.
  13. The Commission finds that Southwest District Health regulates septic systems and that the Applicant's must have a subdivision engineering report prepared and meet the requirements

for new septic systems in the subdivision.

14. The Commission finds the subject parcel is in the Marsing Fire District and the Applicants are aware that roads must meet subdivision standards.
15. The Commission finds that the Applicant provided a soil classification from the Natural Resources Conservation Service, which indicates that the geological base is sufficient for the proposed use.
16. The Commission finds the Applicants are aware of, and agree to the Standard Special Conditions that are imposed to minimize adverse impacts.

### **CONCLUSION**

In consideration of the information provided in the application, the testimony provided at the hearing, and the findings stated above, the Commission concludes that the application should be granted with the following special conditions:

### **SPECIAL CONDITIONS**

1. Access to the new use must meet subdivision road standards and driveways must be constructed with an all-weather driving surface at least twenty (20) feet wide with a six (6) inch gravel base, graded and compacted, and a turnaround space provided pursuant to the 2012 International Fire Code (Attachment A). Written approval of the access from the local fire district must be provided prior to the issuance of a building permit. If subject property is not within the boundaries of a fire district, the access shall be constructed as previously stated, and approved by the Building Official prior to the issuance of a building permit.
2. Applicants must recognize, and any future occupant or purchaser of subject parcel must be advised, through recorded marketing disclosure and /or deed restrictions, that any agricultural activity, which is in existence on lands adjoining or in the vicinity of the subject property, may not be considered a nuisance pursuant to the Idaho Right to Farm Act. A signed and recorded Right to Farm affidavit must be provided to the Administrator prior to the issuance of a Certificate of Occupancy.
3. Approval by Southwest District Health of the septic system and well site must be submitted prior to the issuance of a certificate of occupancy for the new use.
4. This decision will be recorded by the Administrator prior to the issuance of a certificate of compliance, recording fee having been included in the application fee.
5. The Applicants must comply with all applicable laws and regulations.
6. All structures, improvements, and construction must be developed according to the presentation given under oath at the public hearing for which the conditional use permit was approved.
7. Any new exterior lighting must be shielded. The bulb shall not be visible below a horizontal plane running through the lowest point of the fixture, and no light shall be emitted from the sides of the fixture.
8. Abandoned and/or junk vehicles, debris, rubbish, or other solid waste will not be allowed to accumulate on the property.
9. A containment area for trashcans must be constructed to minimize the occurrence of wind, animals, or other uncontrollable sources spreading trash to surrounding areas.
10. Applicants will control weeds and pests (including, but not limited to, gophers) on the parcel for which the permit is granted.

11. An irrigation water users agreement will be developed which will include a pressurized system if feasible which shall be submitted with the plat application that will maximize the amount of ground irrigated. If a pressurized system is not feasible, the Applicant shall demonstrate in his plat application an acceptable alternate system.
12. The Applicant will develop their own CC&Rs that are in accord with Leilani Estates CC&Rs and they are to be submitted with the plat application.
13. This conditional use permit will expire twenty-four (24) months from the date the written decision is signed if substantial progress toward development of the use permitted by the conditional use permit has not been accomplished or an extension of the life of the permit has been requested prior to the expiration of the permit.

**ORDER**

Conditional use permit Z25-24 is granted to Stephan Vickers subject to the conditions set forth in the Conclusion above. Notice is hereby given that the Applicant has a right to request a regulatory taking analysis pursuant to section 67-8003, Idaho Code.

Issued: This 24<sup>th</sup> day of September 2025

YES

NO

  
 \_\_\_\_\_  
 Chad Nettleton – Acting Chairman


\_\_\_\_\_  
 Chad Nettleton – Acting Chairman

  
 \_\_\_\_\_  
 Bob Thomas – Commissioner

\_\_\_\_\_  
 Bob Thomas – Commissioner

  
 \_\_\_\_\_  
 Rich Curtis - Commissioner

\_\_\_\_\_  
 Rich Curtis - Commissioner

Attest:   
 Appeal Deadline: October 14, 2025



Owyhee County, Idaho

RIGHT TO FARM Disclosure Statement

- A. It is the intent of the Legislature of the State of Idaho pursuant to IDAHO CODE Title 22 Chapter 45, RIGHT TO FARM ACT to reduce the loss to the state of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance.
B. It is the intent of the Owyhee County Board of Commissioners and the Planning and Zoning Commission to uphold, support, and enforce the RIGHT TO FARM ACT.
C. The County of Owyhee fully supports and permits "agricultural operations" as defined in IDAHO CODE 22-4502, Definitions, when operated in accordance with generally recognized agricultural practices which includes conformity with Federal, State, and local laws and regulations and when not adversely affecting public health and safety.

I acknowledge Idaho's RIGHT TO FARM, and I accept the agricultural environment they protect and do agree to live within said environment.

Name: Stephan A. Vickers

Name:

Address: TBD Mallard Way, Marsing ID 83639

Legal: Section: 11 Township: 2N Range: 4W

Assessor's Parcel Number: RPO08250010050

Signature [Handwritten Signature] Date

Signature Date

STATE OF IDAHO, County of Owyhee ss.

On this 18th day of July, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared:

Stephan A. Vickers

Known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Signature: [Handwritten Signature]

Name: Dulce C. Barajas

Residing at: Boise, ID

My Commission expires: 12/01/27



# ATTACHMENT A FIRE APPARATUS ACCESS ROADS

## SECTION D101 GENERAL

**D101.1 Scope.** Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

## SECTION D102 REQUIRED ACCESS

**D102.1 Access and loading.** Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34 050 kg).

## SECTION D103 MINIMUM SPECIFICATIONS

**D103.1 Access road width with a hydrant.** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

**D103.2 Grade.** Fire apparatus access roads shall not exceed 10 percent in grade.

**Exception:** Grades steeper than 10 percent as *approved* by the fire chief.

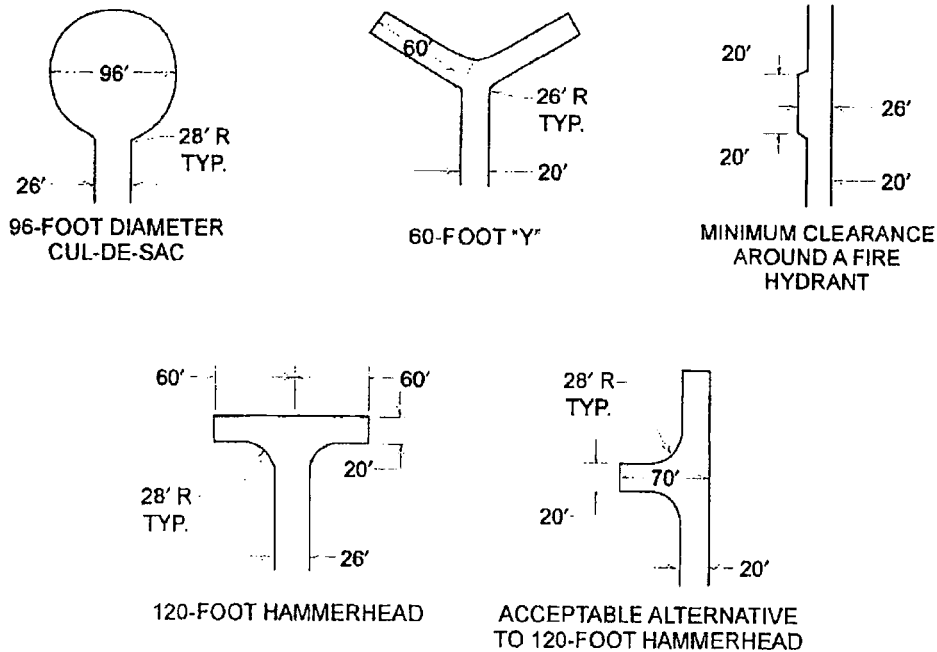
**D103.3 Turning radius.** The minimum turning radius shall be determined by the *fire code official*.

**D103.4 Dead ends.** Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4  
REQUIREMENTS FOR DEAD-END  
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.



For SI: 1 foot = 304.8 mm.

**FIGURE D103.1  
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND**



Professional Engineers, Land Surveyors and Planners

924 3<sup>rd</sup> St. So. Nampa, ID 83605  
Ph (208) 454-0256

**SUBDIVISION ENGINEERING REPORT**

**FOR**

**BAR NONE ACRES**

**A replat of Lot 5 Block 1 of Lelani Estates Subdivision  
S 1/2, NE 1/4 of Section 9 & 10, T. 2N, R 4W, B.M.,  
OWYHEE COUNTY, IDAHO  
2026**

Job # SE0825

*William J. Mason*  
A circular professional engineer seal for the State of Idaho. The outer ring contains the text "PROFESSIONAL ENGINEER" at the top and "STATE OF IDAHO" at the bottom. The inner ring contains "LICENSED" at the top and "WILLIAM J. MASON" at the bottom. The center of the seal features the license number "9212".  
*February 2, 2026*

### **Description of Project**

Bar None Acres is located in Owyhee County, west of State Highway 78, at the west end of Mallard Way, Marsing Idaho.

The property is a replat of Lot 5 Block 1 of the Leilani Estates Subdivision, a portion of the S 1/2, of the NE 1/4 of Section 9, T. 2 N, R 4W, Boise Meridian, Owyhee County, Idaho.

The Developer is Steve Vickers and Vickers family: 2525 S Links Pl, Eagle Idaho 83616

The Area of the subdivision is approximately 28.23 acres.

Thirty (3) single-family residential lots are proposed.

### **Informational Plat Map**

A copy of the Informational Plat Map is attached. The map contains the elements required by Southwest District Health.

Specifications and maps (8-1/2x11) of each individual lot are attached.

### **Test Holes**

Soils encountered in the test pits were judged to be suitable for treatment and disposal of effluent in accordance with the Technical Guidance Manual for Individual and Subsurface Sewage Disposal Systems.

Soil profiles are included on the Information Map and on the individual maps. See attached.

A copy of the NRCS soil map and descriptions are attached.

Standard and In Trench Sand Filter systems are proposed, based upon test hole information.

As shown on the attached maps, adequate area will exist for primary and replacement systems.

In the event the owner or contractor desires to construct the septic drainfield in a different location than the test pit(s) provided for each lot, additional test pits may be required by the Health District to verify the soil and/or groundwater conditions for that location.

### **Community or Central Subsurface Sewage Disposal System**

This is not applicable to this project.

### **Wells (individual)**

As demonstrated on the informational plat map, each lot meets the recommended setbacks for individual wells.

At this time, there appears to be adequate supply of groundwater to meet the domestic needs of the lots in the subdivision. Additional demand should not adversely affect the existing groundwater table.

Water quality in private wells is not monitored by the Health District or other agencies. It is the responsibility of the well owner to ensure that water used for domestic purposes is suitable for consumption and other uses. At the time of this report the Statewide Groundwater Quality Monitoring Program (maintained by the Idaho Department of Water Resources) has been suspended. Well owners and well drillers are advised to test water bearing zones during construction of new wells, and to locate screens and seals to best provide suitable potable water, and to protect cross-contamination between aquifers. Well owners may find additional information on the health effects of contaminants at Southwest District Health.

### **Public Water Systems (community & non-community)**

This is not applicable to the project.

### **Other Items as Needed**

Location of proposed development site is within the 2020 Nitrate Priority Area. A nitrate study is not needed per Health District as project is under 5 lots. Wastewater treatment and disposal systems proposed for the development in this report meet the applicable rules and laws established by the Health District and the State of Idaho to protect groundwater resources.

At the time of this report, no known hazards to safety (abandoned mine shafts, chemicals, nearby landfills, etc...) exist onsite nor are they known to have historically existed onsite.

## STANDARD TRENCH

Designated Areas: **BAR NONE ACRES – Lot 1, Block 1**  
Test Pits: **T.H. No. 1, See attached Septic Drainfield Placement Map**

Soil Design Subgroup: **C-1, Silty Clay Loam**  
**0.30 GPD/ft<sup>2</sup>**  
Depth to normal high groundwater from existing ground surface: **>10.0'**

### SIZING REQUIREMENTS:

Depth of system: Recommended maximum excavation depth of 48". Unsuitable soils below 8.0'.

Number of bedrooms: **Three (3) single family residential @ 250 gpd/unit.**

Total trench area: **833 square feet**

Number of bedrooms: **Four (4) single family residential @ 300 gpd/unit.**

Total trench area: **1000 square feet**

The finished grade of gravel over the drain pipe shall be covered with geotextile or an equivalent as shown in the "Technical Guidance Manual".

A GRAVELESS TRENCH SYSTEM is acceptable as an alternative system.

### SEPTIC TANK SIZE REQUIREMENTS:

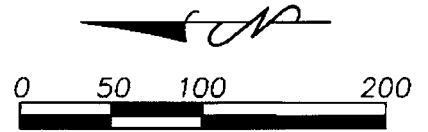
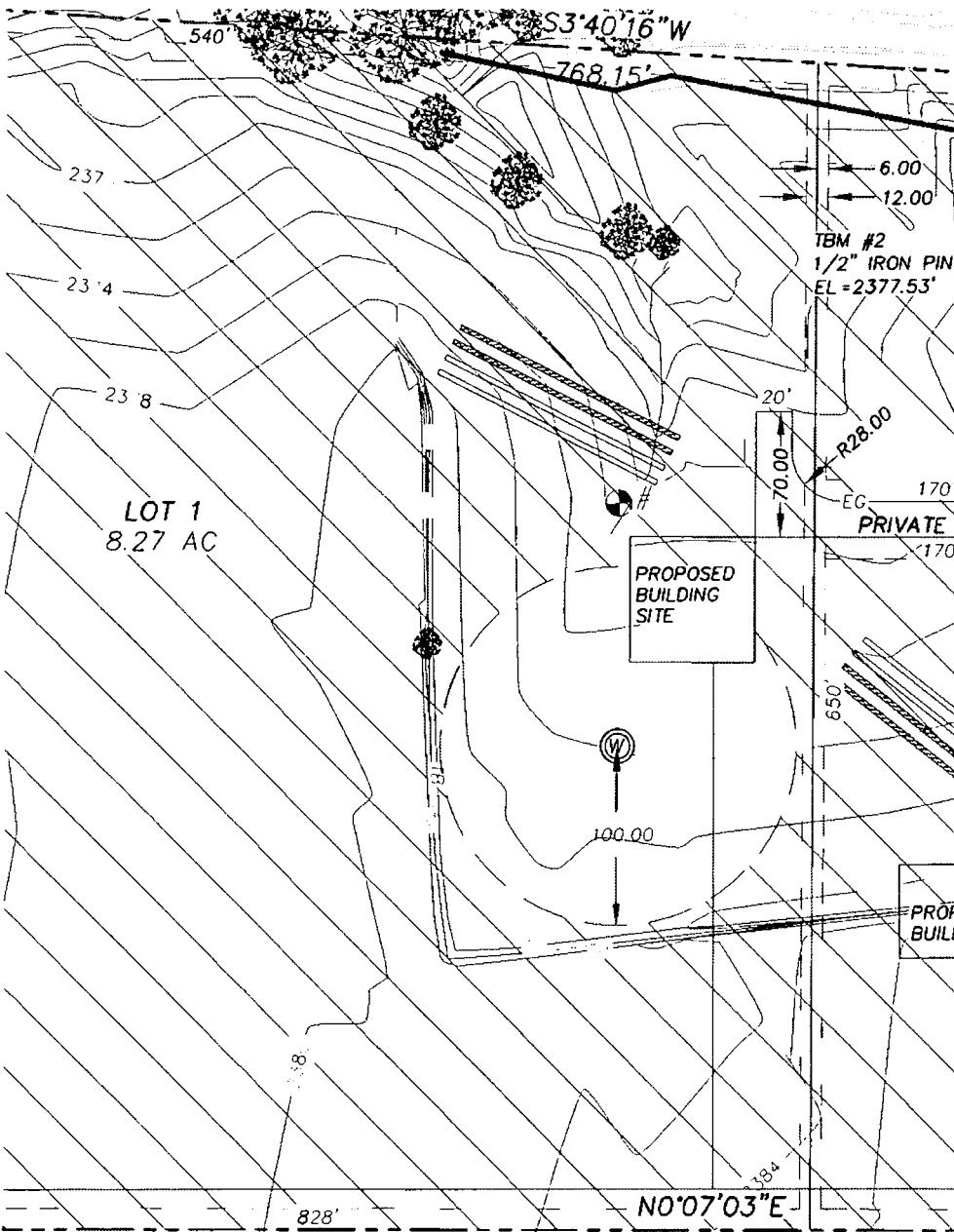
Minimum Liquid Capacity: **1,000 gallons**  
Number of bedrooms per lot: **Three (3) or Four (4)**

\*Provide for 250 gallon additional liquid capacity for the equivalent of bedrooms numbering more than four (4)

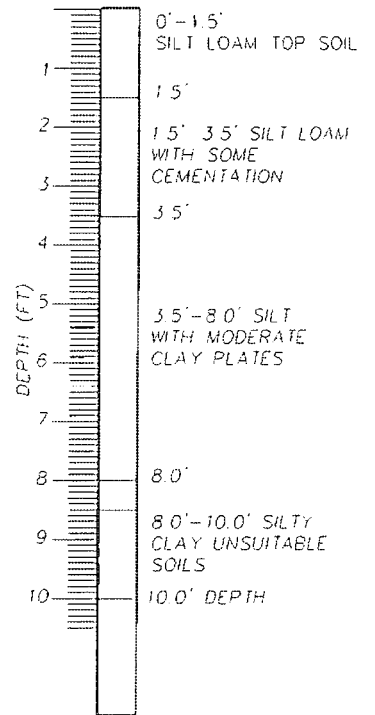
\*Notes:

1. Any system serving residences of more than four (4) bedroom single family homes shall have drainfields sized in accordance with the requirements listed under Area Requirements and Total Trench Lengths for Standard Subsurface Sewage Disposal Systems of the Technical Guidance Manual.
2. Restrictions by SWDH: "Lots shall not be reduced in size without prior approval from SWDH."
3. Alternative systems described in the Technical Guidance Manual and approved by the Southwest District Health Staff may be utilized.
4. If hard pan is encountered excavate through hard pan layers and backfill to design depth with ASTM C-33 sand.
5. **All wells must be located a minimum of 100 feet from septic drainfields, and a minimum of 50 feet from septic tanks.**
6. **Water quality in private wells is not monitored by the Health District or other agencies. It is the responsibility of the well owner to ensure that water used for domestic purposes is suitable for consumption and other uses. At the time of this report, water quality in aquifers in the project vicinity is generally good, with some limitations. Testing data for wells located adjacent to the proposed development, as reported by the Statewide Groundwater Quality Monitoring Program (maintained by the Idaho Department of Water Resources) are attached. Well owners and well drillers are advised to test water bearing zones during construction of new wells, and to locate screens and seals to best provide suitable potable water, and to protect cross-contamination between aquifers. Well owners may find additional information on the health effects of arsenic and other contaminants at Southwest District Health.**

# WELL & SEPTIC AREA PLACEMENT













Scale: 1"=100'



**TEST PIT 1**

## LEGEND

-  CONTOUR LINE
-  100' WELL SETBACK
-  DIRECTION OF SLOPE
-  TEST PIT
-  PROPOSED WELL
-  PRIMARY SEPTIC SYSTEM
-  REPLACEMENT SEPTIC SYSTEM
-  AVAILABLE SEPTIC SYSTEM AREA
-  50' CANAL SETBACK

<b>BAR NONE ACRES</b>	
<b>LOT 1 BLOCK 1 WELL &amp; SEPTIC PLACEMENT</b>	
	Professional Engineers, Land Surveyors & Planners
	924 3rd St. South, Nampa, ID 83851 (208) 454-0256
JOB NO. <b>SE0826</b>	DWC NO. <b>SE0826SEPTIC</b>
SCALE. <b>1"=100'</b>	REV.
FIELD BOOK NO.	
DRAWN BY: <b>AMC</b>	DATE: <b>01/30/26</b>
3 of 3	

## **STANDARD TRENCH**

Designated Areas: **BAR NONE ACRES– Lot 2, Block 1**  
Test Pits: **T.P. No. 2, See attached Septic Drainfield Placement Map**

Soil Design Subgroup: **B-2, Silty Loam**  
**0.45 GPD/ft<sup>2</sup>**

Depth to normal high groundwater from existing ground surface: **>10.0'**

### **SIZING REQUIREMENTS:**

Depth of system: Recommended soil excavation of 24" to 48" Unsuitable soils below 8'.

Number of bedrooms: **Three (3) single family residential @ 250 gpd/unit.**

Total trench area: **556 square feet**

Number of bedrooms: **Four (4) single family residential @ 300 gpd/unit.**

Total trench area: **667 square feet**

The finished grade of gravel over the drain pipe shall be covered with geotextile or an equivalent as shown in the "Technical Guidance Manual".

A GRAVELESS TRENCH SYSTEM is acceptable as an alternative system.

### **SEPTIC TANK SIZE REQUIREMENTS:**

Minimum Liquid Capacity: **1,000 gallons**

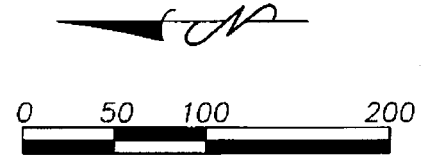
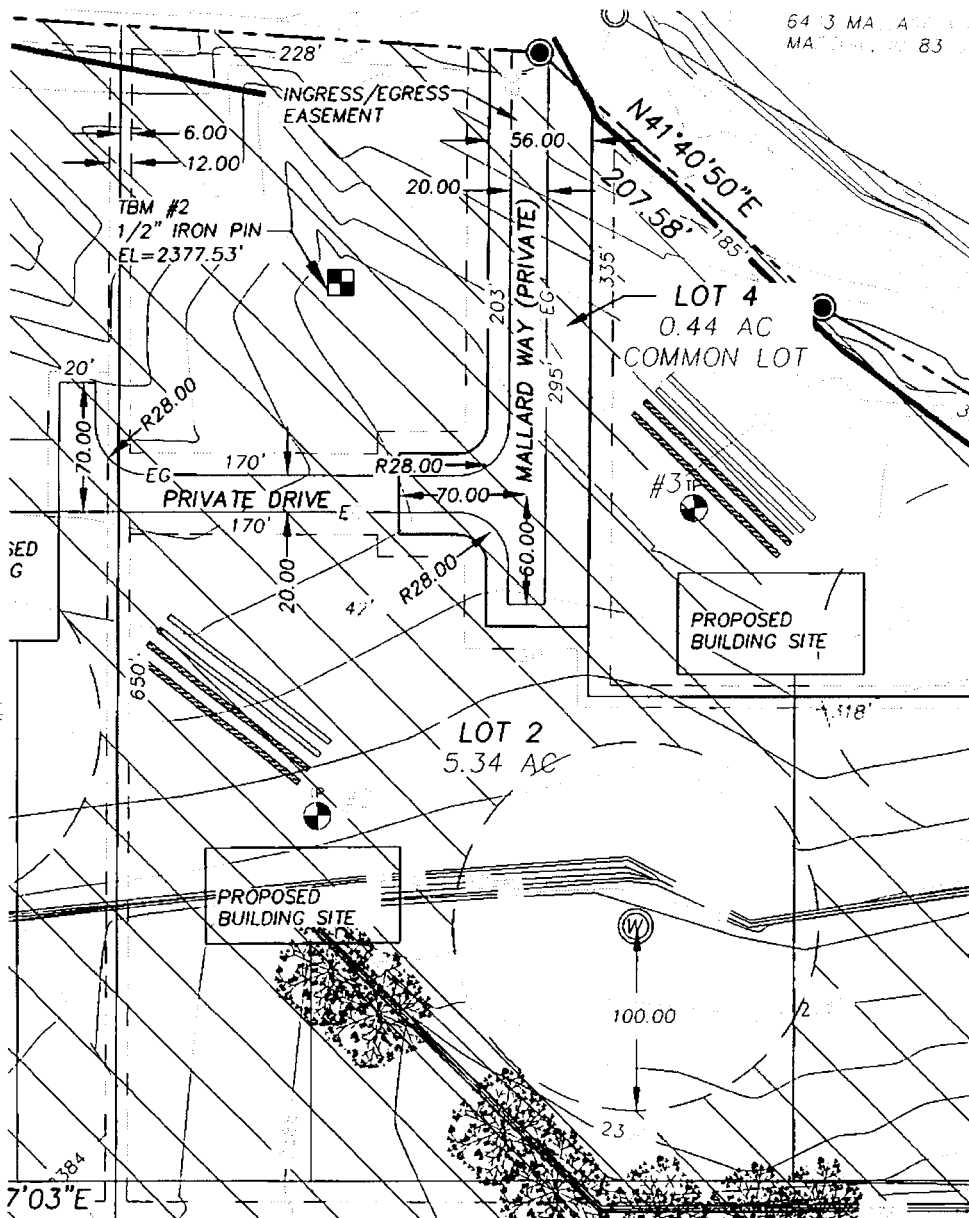
Number of bedrooms per lot: **Three (3) or Four (4)**

\*Provide for 250 gallon additional liquid capacity for the equivalent of bedrooms numbering more than four (4)

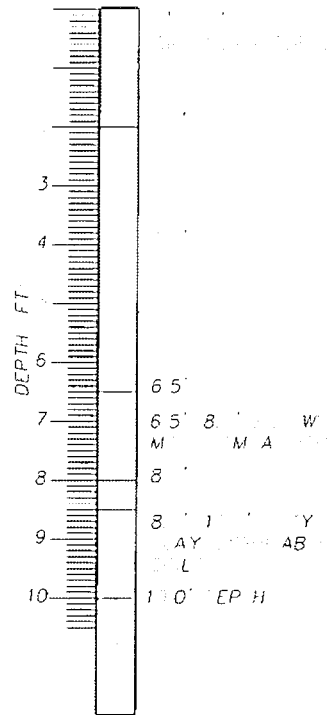
\*Notes:

1. Any system serving residences of more than four (4) bedroom single family homes shall have drainfields sized in accordance with the requirements listed under Area Requirements and Total Trench Lengths for Standard Subsurface Sewage Disposal Systems of the Technical Guidance Manual.
2. Restrictions by SWDH: "Lots shall not be reduced in size without prior approval from SWDH."
3. Alternative systems described in the Technical Guidance Manual and approved by the Southwest District Health Staff may be utilized.
4. If hard pan is encountered excavate through hard pan layers and backfill to design depth with ASTM C-33 sand.
5. **All wells must be located a minimum of 100 feet from septic drainfields, and a minimum of 50 feet from septic tanks.**
6. **Water quality in private wells is not monitored by the Health District or other agencies. It is the responsibility of the well owner to ensure that water used for domestic purposes is suitable for consumption and other uses. At the time of this report, water quality in aquifers in the project vicinity is generally good, with some limitations. Testing data for wells located adjacent to the proposed development, as reported by the Statewide Groundwater Quality Monitoring Program (maintained by the Idaho Department of Water Resources) are attached. Well owners and well drillers are advised to test water bearing zones during construction of new wells, and to locate screens and seals to best provide suitable potable water, and to protect cross-contamination between aquifers. Well owners may find additional information on the health effects of arsenic and other contaminants at Southwest District Health.**

# WELL & SEPTIC AREA PLACEMENT



Scale: 1"=100'



**TEST PIT 2**

### LEGEND

- CONTOUR LINE
- 100' WELL SETBACK
- DIRECTION OF SLOPE
- TEST PIT
- PROPOSED WELL
- PRIMARY SEPTIC SYSTEM
- REPLACEMENT SEPTIC SYSTEM
- AVAILABLE SEPTIC SYSTEM AREA
- 50' CANAL SETBACK

## BAR NONE ACRES

### LOT 2 BLOCK 1 WELL & SEPTIC PLACEMENT

Mason & Associates

Professional Engineers,  
Land Surveyors  
& Planners

824 3rd St. South, Tampa, ID 83651  
(208) 454-0256

JOB NO. <b>SE0826</b>	
DWG NO. <b>SE0826EPTIC</b>	
SCALE: <b>1"=100'</b>	REV.
FIELD BOOK NO.	
DRAWN BY: <b>AMC</b>	DATE: <b>01/30/26</b>
<b>3 of 3</b>	

## **STANDARD TRENCH**

Designated Areas: **BAR NONE ACRES – Lot 3, Block 1**  
Test Pits: **T.H. No. 3, See attached Septic Drainfield Placement Map**

Soil Design Subgroup: **B-2, Silty Loam**  
**0.45 GPD/ft<sup>2</sup>**

Depth to normal high groundwater from existing ground surface: **>10.0'**

### SIZING REQUIREMENTS:

Depth of system: Recommended soil excavation of 24" to 48". Unsuitable soils below 8'.

Number of bedrooms: **Three (3) single family residential @ 250 gpd/unit.**

Total trench area: **556 square feet**

Number of bedrooms: **Four (4) single family residential @ 300 gpd/unit.**

Total trench area: **667 square feet**

The finished grade of gravel over the drain pipe shall be covered with geotextile or an equivalent as shown in the "Technical Guidance Manual".

A GRAVELESS TRENCH SYSTEM is acceptable as an alternative system.

### SEPTIC TANK SIZE REQUIREMENTS:

Minimum Liquid Capacity: **1,000 gallons**

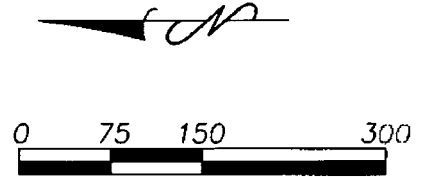
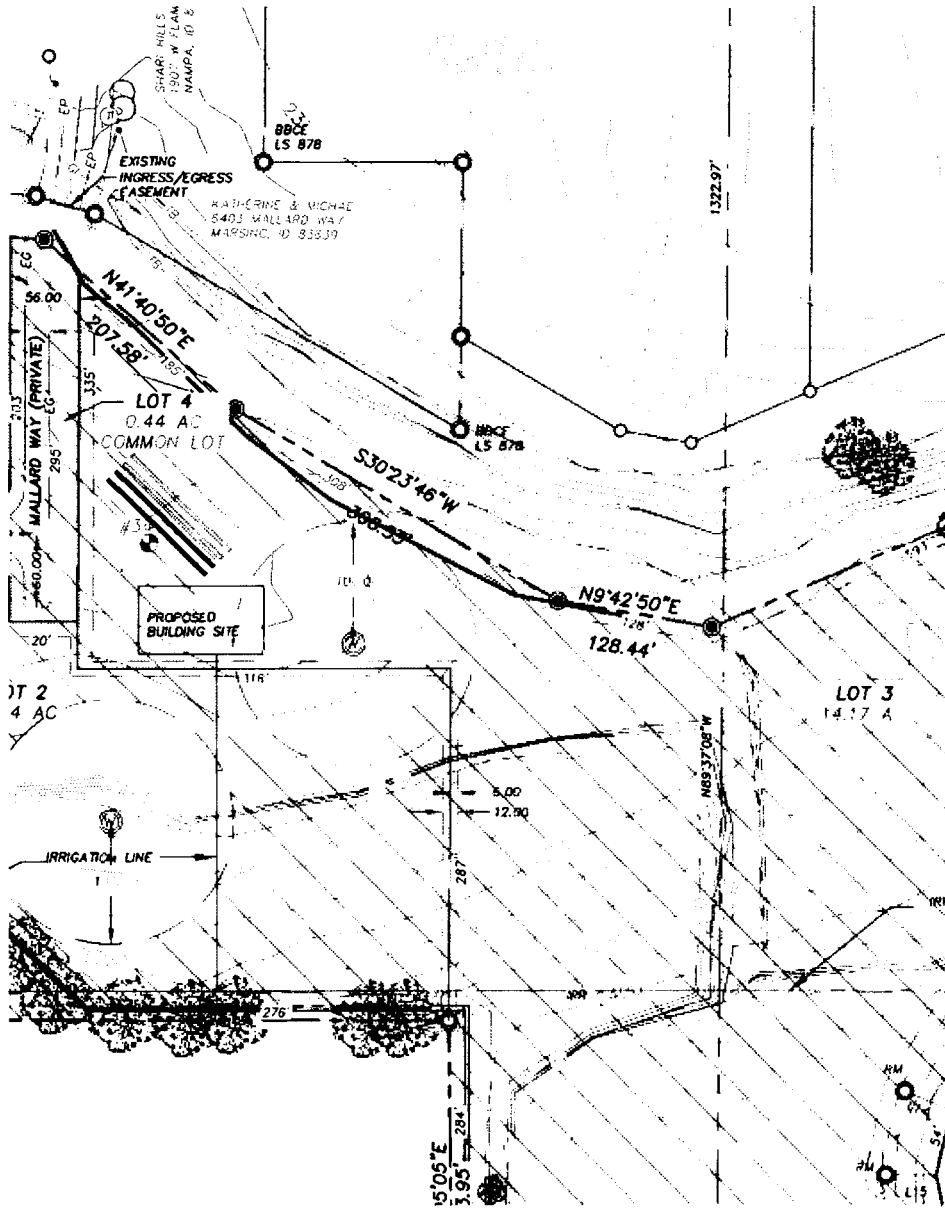
Number of bedrooms per lot: **Three (3) or Four (4)**

\*Provide for 250 gallon additional liquid capacity for the equivalent of bedrooms numbering more than four (4)

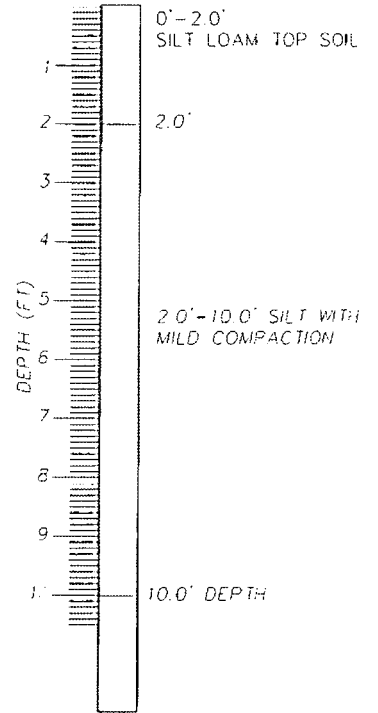
\*Notes:

1. Any system serving residences of more than four (4) bedroom single family homes shall have drainfields sized in accordance with the requirements listed under Area Requirements and Total Trench Lengths for Standard Subsurface Sewage Disposal Systems of the Technical Guidance Manual.
2. Restrictions by SWDH: "Lots shall not be reduced in size without prior approval from SWDH."
3. Alternative systems described in the Technical Guidance Manual and approved by the Southwest District Health Staff may be utilized.
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# WELL & SEPTIC AREA PLACEMENT



Scale: 1"=150'



TEST PIT 3

## LEGEND

- CONTOUR LINE
- 100' WELL SETBACK
- DIRECTION OF SLOPE
- TEST PIT
- PROPOSED WELL
- PRIMARY SEPTIC SYSTEM
- REPLACEMENT SEPTIC SYSTEM
- AVAILABLE SEPTIC SYSTEM AREA
- 50' CANAL SETBACK

## BAR NONE ACRES

### LOT 3 BLOCK 1 WELL & SEPTIC PLACEMENT

*Mason & Associates*

Professional Engineers,  
Land Surveyors  
& Planners  
324 3rd St. South, Nampa, ID 83851  
(208) 454-0256

JOB NO.	SE0826	
DWG NO.	SE0826EPTIC	
SCALE:	1"=100'	REV.
FIELD BOOK NO.		
DRAWN BY:	DATE:	
AMC	01/30/26	3 of 3

# **APPENDIX**

**A. Well Driller's Reports & Well Test Data**

**B. Soils Report**

63

## IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 0071659  
 Drilling Permit No. 971588-87114MS  
 Water right or injection well # \_\_\_\_\_

2. OWNER:  
 Name Lock's Homes  
 Address 5628 Old Brunson Hwy  
 City Marsing State ID Zip 83639

3. WELL LOCATION:  
 Twp. 2 North  or South  Rge. 4 East  or West   
 Sec. 9 SE 1/4 SE 1/4 SE 1/4

Gov't Lot \_\_\_\_\_ County Owyhee  
 Lat. N 43° 31' 845 (Deg. and Decimal minutes)  
 Long. W 116° 48' 873 (Deg. and Decimal minutes)  
 Address of Well Site 6253 Peershall Rd  
 City Marsing

Lot 2 Bk. 1 Sub. Name Flying Horse Ranchettes

4. USE:  
 Domestic  Municipal  Monitor  Irrigation  Thermal  Injection  
 Other \_\_\_\_\_

5. TYPE OF WORK:  
 New well  Replacement well  Modify existing well  
 Abandonment  Other \_\_\_\_\_

6. DRILL METHOD:  
 Air Rotary  Mud Rotary  Cable  Other \_\_\_\_\_

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method/procedure
3/8 Best	0	47	41 sacks	Hydrated

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Welded
6	+2	80	250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Was drive shoe used?  Y  N Shoe Depth(s) 80

9. PERFORATIONS/SCREENS:  
 Perforations  Y  N Method Torch  
 Manufactured screen  Y  N Type \_\_\_\_\_  
 Method of installation \_\_\_\_\_

From (ft)	To (ft)	Slot size	Mesh/Type	Diameter (nominal)	Material	Gauge or Schedule
(Large handwritten scribble)						

Length of Headpipe \_\_\_\_\_ Length of Tailpipe \_\_\_\_\_  
 Packer  Y  N Type \_\_\_\_\_

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method
(Large handwritten scribble)				

11. FLOWING ARTESIAN:  
 Flowing Artesian?  Y  N Artesian Pressure (PSIG) \_\_\_\_\_  
 Describe control device \_\_\_\_\_

12. STATIC WATER LEVEL and WELL TESTS:  
 Depth first water encountered (ft) 35 Static water level (ft) 42  
 Water temp. (°F) 53 Bottom hole temp. (°F) \_\_\_\_\_  
 Describe access port 4"

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Beller	Air	Flowing artesian
53	15	3 Hrs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Water quality test or comments: \_\_\_\_\_

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
10	0	10	Sandy Clay Brown		X
10	10	20	Sandy Clay Brown		X
10	20	30	Sandy Clay Brown		X
10	30	35	Sandy Clay & Rock	X	
10	35	40	Sandy Clay		X
10	40	48	Sandy Clay		X
6	48	60	Rock & Sand		X
6	60	70	Rock & Sand		X
6	70	73	Rock & Sand		X
6	73	75	Brown sand	X	
6	75	80	Brown sand	X	

**RECEIVED**  
**JAN 21 2016**  
**WATER RESOURCES**  
**WESTERN REGION**

Completed Depth (Measurable): 80  
 Date Started: 1-8-16 Date Completed: 1-19-16

14. DRILLER'S CERTIFICATION:  
 I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Gary's Well Drilling Co. Co. No. 317  
 \*Principal Driller Greg Wilson Jr Date 1-19-16  
 \*Driller \_\_\_\_\_ Date \_\_\_\_\_  
 \*Operator I \_\_\_\_\_ Date \_\_\_\_\_  
 Operator II Wade Wilson Date 1-19-16

\* Signature of Principal Driller and rig operator are required.

# IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 0067557  
 Drilling Permit No. 907772-873831  
 Water right or injection well # \_\_\_\_\_

2. OWNER:  
 Name Louck's Homes  
 Address 5628 - Bruno Hwy  
 City MARSING State Id Zip 83639

3. WELL LOCATION:  
 Twp. 2 North  or South  Rge. 4 East  or West   
 Sec. 09 SE 1/4 NE 1/4 NE 1/4

Gov't Lot \_\_\_\_\_ County \_\_\_\_\_  
 Lat. N 43° 31' 8.11" (Deg. and Decimal minutes)  
 Long. W 116° 48' 798" (Deg. and Decimal minutes)  
 Address of Well Site 6337 Pershall Rd  
 City MARSING

(One at least name of road + Distance to Road or Landmark)  
 Lot 1 Blk. \_\_\_\_\_ Sub. Name Flying H Ranchette

4. USE:  
 Domestic  Municipal  Monitor  Irrigation  Thermal  Injection  
 Other \_\_\_\_\_

5. TYPE OF WORK:  
 New well  Replacement well  Modify existing well  
 Abandonment  Other \_\_\_\_\_

6. DRILL METHOD:  
 Air Rotary  Mud Rotary  Cable  Other \_\_\_\_\_

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method/procedure
<u>3/8 Bent</u>	<u>0</u>	<u>40</u>		<u>Dry (Hydrated)</u>

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Welded
<u>6</u>	<u>+2</u>	<u>88</u>	<u>250</u>	<u>Steel</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Was drive shoe used?  Y  N Shoe Depth(s) \_\_\_\_\_

9. PERFORATIONS/SCREENS:  
 Perforations  Y  N Method \_\_\_\_\_  
 Manufactured screen  Y  N Type \_\_\_\_\_  
 Method of installation \_\_\_\_\_

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule

Length of Headpipe \_\_\_\_\_ Length of Tailpipe \_\_\_\_\_  
 Packer  Y  N Type \_\_\_\_\_

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method

11. FLOWING ARTESIAN:  
 Flowing Artesian?  Y  N Artesian Pressure (PSIG) \_\_\_\_\_  
 Describe control device \_\_\_\_\_

12. STATIC WATER LEVEL and WELL TESTS:  
 Depth first water encountered (ft) 70 Static water level (ft) 41  
 Water temp. (°F) 53 Bottom hole temp. (°F) \_\_\_\_\_  
 Describe access port 6"

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Baller	Air	Flowing artesian
<u>53"</u>	<u>30</u>	<u>3 HRS</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Test method: \_\_\_\_\_

Water quality test or comments: \_\_\_\_\_

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
<u>10</u>	<u>0</u>	<u>10</u>	<u>SANDY CLAY BROWN</u>		<input checked="" type="checkbox"/>
<u>10</u>	<u>10</u>	<u>20</u>	<u>ROCKY &amp; BLACK SAND</u>		<input checked="" type="checkbox"/>
<u>10</u>	<u>20</u>	<u>30</u>	<u>SANDY CLAY</u>		<input checked="" type="checkbox"/>
<u>10</u>	<u>30</u>	<u>40</u>	<u>BROWN CLAY</u>		<input checked="" type="checkbox"/>
<u>6</u>	<u>40</u>	<u>60</u>	<u>BROWN CLAY</u>		
<u>6</u>	<u>60</u>	<u>75</u>	<u>SAND &amp; ROCK</u>	<input checked="" type="checkbox"/>	
<u>6</u>	<u>75</u>	<u>80</u>	<u>ROCK &amp; CLAY</u>		<input checked="" type="checkbox"/>
<u>6</u>	<u>80</u>	<u>90</u>	<u>COARSE SAND</u>	<input checked="" type="checkbox"/>	

RECEIVED

OCT 31 2014

WATER RESOURCES  
WESTERN REGION

Completed Depth (Measurable): 88'  
 Date Started: 10-21-14 Date Completed: 10-21-27

14. DRILLER'S CERTIFICATION:  
 I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Gary's Well Drilling Co. No. 317  
 \*Principal Driller Gary Wilson Date 10-21-14  
 \*Driller \_\_\_\_\_ Date \_\_\_\_\_  
 \*Operator II \_\_\_\_\_ Date \_\_\_\_\_  
 Operator I \_\_\_\_\_ Date \_\_\_\_\_

\* Signature of Principal Driller and rig operator are required.

# IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

**1. WELL TAG NO. D 0071654**

Drilling Permit No. 971794-877855

Water right or injection well # \_\_\_\_\_

**2. OWNER: Michael R Simmons**

Name \_\_\_\_\_

Address PO Box 633

City Marsing State ID Zip 83639

**3. WELL LOCATION:**

Twp. 2 North  or South  Rge. 4 East  or West   
Sec. 9 1/4 NE 1/4 SE 1/4

Gov'l Lot \_\_\_\_\_ County Owhee

Lat. 43 31.295 (Deg. and Decimal minutes)

Long. 116 48.720 (Deg. and Decimal minutes)

Address of Well Site 1 Mile outside of Marsing on Hwy 78 right side of Hwy 78 City Marsing

Lot \_\_\_\_\_ Bk. \_\_\_\_\_ Sub. Name \_\_\_\_\_

**4. USE:**

Domestic  Municipal  Monitor  Irrigation  Thermal  Injection  
 Other \_\_\_\_\_

**5. TYPE OF WORK:**

New well  Replacement well  Modify existing well  
 Abandonment  Other \_\_\_\_\_

**6. DRILL METHOD:**

Air Rotary  Mud Rotary  Cable  Other \_\_\_\_\_

**7. SEALING PROCEDURES:**

Seal material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method/procedure
3/4" Bentonite	0	40'	1150lbs	pour

**8. CASING/LINER:**

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Linear	Threaded	Welded
6"	+2	47	250	steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 1/2"	8	128	sdr-17	pvc	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Was drive shoe used?  Y  N Shoe Depth(s) \_\_\_\_\_

**9. PERFORATIONS/SCREENS:**

Perforations  Y  N Method \_\_\_\_\_

Manufactured screen  Y  N Type factory

Method of installation placed

From (ft)	To (ft)	Slot size	Number	Diameter (nominal)	Material	Gauge or Schedule
128	168'	.020	—	4 1/2"	pvc	sdr-17

Length of Headpipe \_\_\_\_\_ Length of Tailpipe \_\_\_\_\_

Packer  Y  N Type \_\_\_\_\_

**10. FILTER PACK:**

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method
6-8 silica sand	168'	8'	1050 lbs	pour

**11. FLOWING ARTESIAN:**

Flowing Artesian?  Y  N Artesian Pressure (PSIG) \_\_\_\_\_

Describe control device \_\_\_\_\_

**12. STATIC WATER LEVEL and WELL TESTS:**

Depth first water encountered (ft) 41' Static water level (ft) 41'

Water temp. (°F) 62.5 Bottom hole temp. (°F) \_\_\_\_\_

Describe access port Well cap

Well test:			Test method:			
Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Baller	Air	Flowing artesian
	40 gpm	120	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Water quality test or comments: \_\_\_\_\_

**13. LITHOLOGIC LOG and/or repairs or abandonment:**

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
10	0	2	topsoil		
	2	25	tan clay		
	25	39	tan clay with gravel		
	39	40	tan clay		
6	40	41	tan clay		
	41	43	gravel		X
	43	100	tan clay		
	100	119	tan clay with sand streaks		X
	119	148	gray clay		
	148	173	gray clay sand streaks		X
	173	180	gray clay		

RECEIVED  
MAY 04 2016  
WATER RESOURCES  
WESTERN REGION

Completed Depth (Measurable): 168'  
Date Started: Feb 3, 2016 Date Completed: Feb 9, 2016

**14. DRILLER'S CERTIFICATION:**

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Treasure Valley Well Drilling Co. No. 560

\*Principal Driller [Signature] Date Feb 9, 2016

\*Driller [Signature] Date Feb 9, 2016

\*Operator II \_\_\_\_\_ Date \_\_\_\_\_

Operator I \_\_\_\_\_ Date \_\_\_\_\_

\* Signature of Principal Driller and rig operator are required.

# IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 0071654

Drilling Permit No. 971794-877855

Water right or injection well # \_\_\_\_\_

2. OWNER: Michael R Simmons

Name \_\_\_\_\_

Address PO Box 633

City Marsing State ID Zip 83639

3. WELL LOCATION:

Twp. 2 North  or South  Rge. 4 East  or West

Sec. 9 1/4 NE 1/4 SE

Gov't Lot \_\_\_\_\_ County Owhee

Lat. 43 31.295 (Deg. and Decimal minutes)

Long. 116 48.720 (Deg. and Decimal minutes)

Address of Well Site 1 Mile outside of Marsing on Hwy 78 right side of Hwy 78 City Marsing

Lot \_\_\_\_\_ Blk. \_\_\_\_\_ Sub. Name \_\_\_\_\_

4. USE:

Domestic  Municipal  Monitor  Irrigation  Thermal  Injection  
 Other \_\_\_\_\_

5. TYPE OF WORK:

New well  Replacement well  Modify existing well  
 Abandonment  Other \_\_\_\_\_

6. DRILL METHOD:

Air Rotary  Mud Rotary  Cable  Other \_\_\_\_\_

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method/procedure
3/4" Bentonite	0	40'	1150lbs	pour

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Threaded	Welded
6"	+2	47	250	steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 1/2"	8	128	sdr-17	pvc	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Was drive shoe used?  Y  N Shoe Depth(s) \_\_\_\_\_

9. PERFORATIONS/SCREENS:

Perforations  Y  N Method \_\_\_\_\_

Manufactured screen  Y  N Type factory

Method of installation placed

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
128	188'	.020	—	4 1/2"	pvc	sdr-17

Length of Headpipe \_\_\_\_\_ Length of Tailpipe \_\_\_\_\_

Packer  Y  N Type \_\_\_\_\_

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method
8-9 silica sand	188'	8'	1050 lbs	pour

11. FLOWING ARTESIAN:

Flowing Artesian?  Y  N Artesian Pressure (PSIG) \_\_\_\_\_

Describe control device \_\_\_\_\_

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 41' Static water level (ft) 41'

Water temp. (°F) 62.5 Bottom hole temp. (°F) \_\_\_\_\_

Describe access port Well cap

Well test:	Discharge or yield (gpm)	Test duration (minutes)	Test method:			
			Pump	Ballor	Air	Flowing artesian
	40 gpm	120	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Water quality test or comments: \_\_\_\_\_

13. LITHOLOGIC LOG and/or repairs or abandonment:

Sore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
10	0	2	topsoil		
	2	25	tan clay		
	25	39	tan clay with gravel		
	39	40	tan clay		
6	40	41	tan clay		
	41	43	gravel		X
	43	100	tan clay		
	100	119	tan clay with sand streaks		X
	119	146	gray clay		
	146	173	gray clay sand streaks		X
	173	180	gray clay		

RECEIVED

MAY 04 2016

WATER RESOURCES  
WESTERN REGION

Completed Depth (Measuring): 168'  
Date started: Feb 3, 2016 Date Completed: Feb 9, 2016

14. DRILLER'S CERTIFICATION:

We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Treasure Valley Well Drilling Co. No. 560

\*Principal Driller [Signature] Date Feb 9, 2016

\*Driller [Signature] Date Feb 9, 2016

\*Operator II \_\_\_\_\_ Date \_\_\_\_\_

Operator I \_\_\_\_\_ Date \_\_\_\_\_

\* Signature of Principal Driller and rig operator are required.



## IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

*This log reports the activities of a licensed Idaho well driller and serves as the official record of work done within the borehole and casing and describes the amount of water encountered. This form is to be completed by the driller and filed with IDWR within 30 days of completion of the work.*

1. WELL TAG NO. D 0110474

Drilling Permit No. 922115

Water right or injection well # \_\_\_\_\_

2. WELL OWNER: BW Development LLC

Address 5628 Old Brunson Hwy

City Marsing State ID Zip 83639

3. WELL LOCATION:

Twp 2 North  or South  Rge 4 East  or West

Sec 9 NW 1/4 NE 1/4

Address of Well Site TBD

City Marsing County Owyhee

Lat 43 ° 31.701420 (Deg and Decimal minutes)

Long 116 ° 49.147320 (Deg and Decimal minutes)

Lot 19 Blk 1 Sub Name Legacy Est

4. USE:

Domestic  Municipal  Monitor  Irrigation  Thermal  Injection

Other \_\_\_\_\_

5. TYPE OF WORK:

New well  Replacement well  Modify existing well

Other \_\_\_\_\_

6. DRILL METHOD:

Air Rotary  Mud Rotary  Cable  Other \_\_\_\_\_

7. ANNULAR SEALS:

Seal material	From (ft)	To (ft)	Quantity (lb, bag, etc)	Placement method/procedure
Bentonite slurry	0	40	1050/lbs	10" over bore

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Lines	Threaded	Wellbore
6	+2	66	.250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Was drive shoe used?  Y  N

9. PERFORATIONS:

From (ft)	To (ft)	Number/ft	Size	Method created (mill knife perforate cut drilled etc)
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10. SCREENS:

From (ft)	To (ft)	Slot size	Diameter (nominal)	Material	Gauge or Schedule	Placement method
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Length of Headpipe (ft) \_\_\_\_\_ Length of Tailpipe (ft) \_\_\_\_\_

Packer  Y  N Type \_\_\_\_\_

11. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lb or ft <sup>3</sup> )	Placement method
-----------------	-----------	---------	-----------------------------------	------------------

12. WATER LEVEL INFORMATION:

Depth first water encountered (ft) 35 Static Water Level (ft) 30

Artesian Conditions?  Yes  No

Flowing Artesian Conditions?  Yes  No Pressure at wellhead \_\_\_\_\_ psi

Describe control device/access port: turtle cap

Water quality test or comments: \_\_\_\_\_

Water Temp (°F) 56

Bottom Hole Temp (°F) \_\_\_\_\_

13. WELL DEVELOPMENT:

Air Lift Drill stem set at 52 (ft) Discharge 35 gpm Duration 0.5 hrs

Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)

Pump Pump set at \_\_\_\_\_ (ft) Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs

Drawdown \_\_\_\_\_ (ft) (lowered water level - static water level)

Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)

Bailor Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs

Drawdown \_\_\_\_\_ (ft) (lowered water level - static water level)

Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)

Flowing Artesian Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs

14. LITHOLOGIC LOG and/or repairs

Bore Dia (in)	From (ft)	To (ft)	Lithology, remarks, or description of repairs or modifications	Water	
				Y	N
10	0	2	Top Soil		
10	2	4	Sandy clay		
10	4	19	Sand/pea gravel		
10	19	35	Gravel/clay		
10	35	40	Sand/gravel	X	
6	40	66	Sand/gravel	X	

RECEIVED

SEP 24 2025

WATER RESOURCES  
WESTERN REGION

Completed Depth (Measurable) 66

Date Started 9-18-25 Date Completed 9-18-25

15. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were complied with at the time the rig was removed and this report is complete and accurate to the best of our knowledge

Company Name Hydro Drilling Co No 789

\*Principal Driller [Signature] Date 9/18/25

\*Driller [Signature] Date \_\_\_\_\_

\*Operator [Signature] Date 9/18/25

Other \_\_\_\_\_ Date \_\_\_\_\_

\* Signature of Principal Driller and rig operator are required

# IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

This log reports the activities of a licensed Idaho well driller and serves as the official record of work done within the borehole and casing and describes the amount of water encountered. This form is to be completed by the driller and filed with IDWR within 30 days of completion of the work.

**1. WELL TAG NO. D 0108182**  
Drilling Permit No 921939  
Water right or injection well # \_\_\_\_\_

**2. WELL OWNER: BLD Development**  
Address 5626 Old Bruner Hwy  
City Marsing State ID Zip 83639

**3. WELL LOCATION:**  
Twp 02 North  or South  Rge 04 East  or West   
Sec 9 NW 1/4 NE 1/4  
Address of Well Site TBD

City Marsing County Owyhee  
Lat 43 : 31.720920 (Deg and Decimal minutes)  
Long -116 : 49.143720 (Deg and Decimal minutes)  
Lot 6 Blk 1 Sub Name Legacy Estates

**4. USE:**  
 Domestic  Municipal  Monitor  Irrigation  Thermal  Injection  
 Other \_\_\_\_\_

**5. TYPE OF WORK:**  
 New well  Replacement well  Modify existing well  
 Other \_\_\_\_\_

**6. DRILL METHOD:**  
 Air Rotary  Mud Rotary  Cable  Other \_\_\_\_\_

**7. ANNULAR SEALS:**

Seal material	From (ft)	To (ft)	Quantity (see spec)	Placement method/procedure
Bentonite disp	0	40	3000lbs	10" overbore

**8. CASING/LINER**

Diameter (nominal)	From (ft)	To (ft)	Gauge Schedule	Material	Casing	Low	Thyssen	Wells
6"	0	65	260	steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Was drive shoe used?  Y  N

**9. PERFORATIONS:**

From (ft)	To (ft)	Abundance	Size	Method created (mill knife perforate cut drilled etc.)

**10. SCREENS:**

From (ft)	To (ft)	Slot size	Diameter (nominal)	Material	Gauge or Schedule	Placement method

Length of Headpipe (ft) \_\_\_\_\_ Length of Tailpipe (ft) \_\_\_\_\_  
Packer  Y  N Type \_\_\_\_\_

**11. FILTER PACK:**

Filter Material	From (ft)	To (ft)	Quantity (ft <sup>3</sup> or ft <sup>2</sup> )	Placement method

**12. WATER LEVEL INFORMATION:**  
Depth first water encountered (ft) 35 Static Water Level (ft) 30  
Artesian Conditions?  Yes  No  
Flowing Artesian Conditions?  Yes  No Pressure at wellhead \_\_\_\_\_ psi  
Describe control device/access port Turtle cap  
Water quality test or comments \_\_\_\_\_  
Water Temp (°F) 56  
Bottom Hole Temp (°F) \_\_\_\_\_

**13. WELL DEVELOPMENT:**  
 Air Lift Drill stem set at 50 (ft) Discharge 40 gpm Duration 5 hrs  
Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)

Pump Pump set at 53 (ft) Discharge 40 gpm Duration 1 hrs  
Drawdown 3 (ft) (lowered water level - static water level)  
Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)

Bailer Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs  
Drawdown \_\_\_\_\_ (ft) (lowered water level - static water level)  
Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)

Flowing Artesian Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs

**14. LITHOLOGIC LOG and/or repairs:**

Bore Dia. (in)	From (ft)	To (ft)	Lithology, remarks, or description of repairs or modifications	Water	
				Y	N
10	0	2	Topsoil		X
	2	5	Soft clay		X
	5	19	Sand and fine gravel		X
	19	35	Gravel and clay		X
	35	40	Sand + large gravel	X	
6	40	65	Sand + large gravel	X	

**RECEIVED**  
**SEP 24 2025**  
**WATER RESOURCES**  
**WESTERN REGION**

Completed Depth (Measurable) 65'  
Date Started 9/15/25 Date Completed 9/15/25

**15. DRILLER'S CERTIFICATION:**  
We certify that all minimum well construction standards were complied with at the time the rig was removed and this report is complete and accurate to the best of our knowledge.  
Company Name Hydro Drilling Co No 789  
Principal Driller [Signature] Date \_\_\_\_\_  
Driller [Signature] Date \_\_\_\_\_  
Operator \_\_\_\_\_ Date \_\_\_\_\_  
Other \_\_\_\_\_ Date \_\_\_\_\_  
\* Signature of Principal Driller and rig operator are required

## IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

*This log reports the activities of a licensed Idaho well driller and serves as the official record of work done within the borehole and casing and describes the amount of water encountered. This form is to be completed by the driller and filed with IDWR within 30 days of completion of the work.*

**1. WELL TAG NO. D** 0108183  
 Drilling Permit No 922048  
 Water right or injection well # \_\_\_\_\_

**2. WELL OWNER:** BW Development  
 Address 5628 Old Brunlaw HWY  
 City Marsing State ID Zip 83639

**3. WELL LOCATION:**  
 Twp 02 North  or South  Rge. 04 East  or West   
 Sec 9 NW 1/4 NE 1/4

Address of Well Site TBD  
 City Marsing County Owyhee  
 Lat. 43 ° 31.722240 (Deg and Decimal minutes)  
 Long -116 ° 49.161540 (Deg and Decimal minutes)  
 Lot 5 Blk 1 Sub Name Legacy Estates

**4. USE:**  
 Domestic  Municipal  Monitor  Irrigation  Thermal  Injection  
 Other \_\_\_\_\_

**5. TYPE OF WORK:**  
 New well  Replacement well  Modify existing well  
 Other \_\_\_\_\_

**6. DRILL METHOD:**  
 Air Rotary  Mud Rotary  Cable  Other \_\_\_\_\_

**7. ANNULAR SEALS:**

Seal material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method/procedure
Bentonite Chip	0	40	1000 lbs	10" Overbore

**8. CASING/LINER:**

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Welded
6"	+2	65	.250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Was drive shoe used?  Y  N

**9. PERFORATIONS:**

From (ft)	To (ft)	Number/ft	Size	Method created (mill knife perforate cut drilled etc)

**10. SCREENS:**

From (ft)	To (ft)	Slot size	Diameter (nominal)	Material	Gauge or Schedule	Placement method

Length of Headpipe (ft) \_\_\_\_\_ Length of Tailpipe (ft) \_\_\_\_\_  
 Packer  Y  N Type \_\_\_\_\_

**11. FILTER PACK:**

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method

**12. WATER LEVEL INFORMATION:**  
 Depth first water encountered (ft) 35 Static Water Level (ft) 30  
 Artesian Conditions?  Yes  No  
 Flowing Artesian Conditions?  Yes  No Pressure at wellhead \_\_\_\_\_ psi  
 Describe control device/access port Turtle cap  
 Water quality test or comments:  
 Water Temp (°F) 56  
 Bottom Hole Temp (°F) \_\_\_\_\_

**13. WELL DEVELOPMENT:**  
 Air Lift Drill stem set at 50 (ft) Discharge 35 gpm Duration 5 hrs  
 Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)  
 Pump Pump set at \_\_\_\_\_ (ft) Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs  
 Drawdown \_\_\_\_\_ (ft) (lowered water level - static water level)  
 Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)  
 Bailer Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs  
 Drawdown \_\_\_\_\_ (ft) (lowered water level - static water level)  
 Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)  
 Flowing Artesian Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs

**14. LITHOLOGIC LOG and/or repairs:**

Bore Dia. (in)	From (ft)	To (ft)	Lithology, remarks, or description of repairs or modifications	Water	
				Y	N
10	0	2	Topsoil		X
	2	4	Sandy clay		X
	4	19	Sand + pea gravel		X
	19	35	Gravel + clay		X
	35	40	Sand + large gravel	X	
	40	65	Sand + large gravel	X	

RECEIVED  
 SEP 24 2025  
 WATER RESOURCES  
 WESTLAIN REGION

Completed Depth (Measurable) 65'  
 Date Started 9/16/25 Date Completed 9/17/25

**15. DRILLER'S CERTIFICATION:**  
 I/We certify that all minimum well construction standards were complied with at the time the rig was removed and this report is complete and accurate to the best of our knowledge.  
 Company Name Hydra Drilling Co No 789  
 Principal Driller [Signature] Date \_\_\_\_\_  
 Driller [Signature] Date \_\_\_\_\_  
 Operator \_\_\_\_\_ Date \_\_\_\_\_  
 Other \_\_\_\_\_ Date \_\_\_\_\_  
 \* Signature of Principal Driller and rig operator are required

## IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

*This log reports the activities of a licensed Idaho well driller and serves as the official record of work done within the borehole and casing and describes the amount of water encountered. This form is to be completed by the driller and filed with IDWR within 30 days of completion of the work.*

**1. WELL TAG NO. D** 2108184  
 Drilling Permit No 922089  
 Water right or injection well # \_\_\_\_\_  
**2. WELL OWNER:** BW Development LLC  
 Address 5628 Old Brunson Hwy  
 City Marsing State ID Zip 83639

**3. WELL LOCATION:**  
 Twp 2 North  or South  Rge 4 East  or West   
 Sec 9 NW 1/4 NE 1/4  
 Address of Well Site TBD  
 City Marsing County Owyhee  
 Lat 43 ° 31.702560 (Deg and Decimal minutes)  
 Long 116 ° 49.154520 (Deg and Decimal minutes)  
 Lot 20 Blk 1 Sub Name Legacy Est

**4. USE:**  
 Domestic  Municipal  Monitor  Irrigation  Thermal  Injection  
 Other \_\_\_\_\_

**5. TYPE OF WORK:**  
 New well  Replacement well  Modify existing well  
 Other \_\_\_\_\_

**6. DRILL METHOD:**  
 Air Rotary  Mud Rotary  Cable  Other \_\_\_\_\_

**7. ANNULAR SEALS:**

Seal material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method/procedure
Bentonite chip	0	40	1000 lbs	10" overbore

**8. CASING/LINER:**

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Wristed
6	+2	67	.75D	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Was drive shoe used?  Y  N

**9. PERFORATIONS:**

From (ft)	To (ft)	Number/ft	Size	Method created (rod lance perforate out drilled etc.)

**10. SCREENS:**

From (ft)	To (ft)	Slot size	Diameter (nominal)	Material	Gauge or Schedule	Placement method

Length of Headpipe (ft) \_\_\_\_\_ Length of Tailpipe (ft) \_\_\_\_\_  
 Packer  Y  N Type \_\_\_\_\_

**11. FILTER PACK:**

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft <sup>3</sup> )	Placement method

**12. WATER LEVEL INFORMATION:**  
 Depth first water encountered (ft) 35 Static Water Level (ft) 30  
 Artesian Conditions?  Yes  No  
 Flowing Artesian Conditions?  Yes  No Pressure at wellhead \_\_\_\_\_ psi  
 Describe control device/access port Turtle cap  
 Water quality test or comments:  
 Water Temp (F) 56  
 Bottom Hole Temp (F) \_\_\_\_\_

**13. WELL DEVELOPMENT:**  
 Air Lift Drill stem set at 50 (ft) Discharge 35 gpm Duration .5 hrs  
 Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)  
 Pump Pump set at \_\_\_\_\_ (ft) Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs  
 Drawdown \_\_\_\_\_ (ft) (lowered water level - static water level)  
 Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)  
 Bailer Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs  
 Drawdown \_\_\_\_\_ (ft) (lowered water level - static water level)  
 Recovery time \_\_\_\_\_ hrs Recovered water level \_\_\_\_\_ (ft)  
 Flowing Artesian Discharge \_\_\_\_\_ gpm Duration \_\_\_\_\_ hrs

**14. LITHOLOGIC LOG and/or repairs:**

Bore Dia. (in)	From (ft)	To (ft)	Lithology, remarks, or description of repairs or modifications	Water	
				Y	N
10	0	2	Topsoil		
10	2	4	Sandy clay		
10	4	19	Sand pea gravel		
10	19	35	Gravel/clay		
10	35	40	Sand/gravel		X
6	40	67	Sand/gravel		X

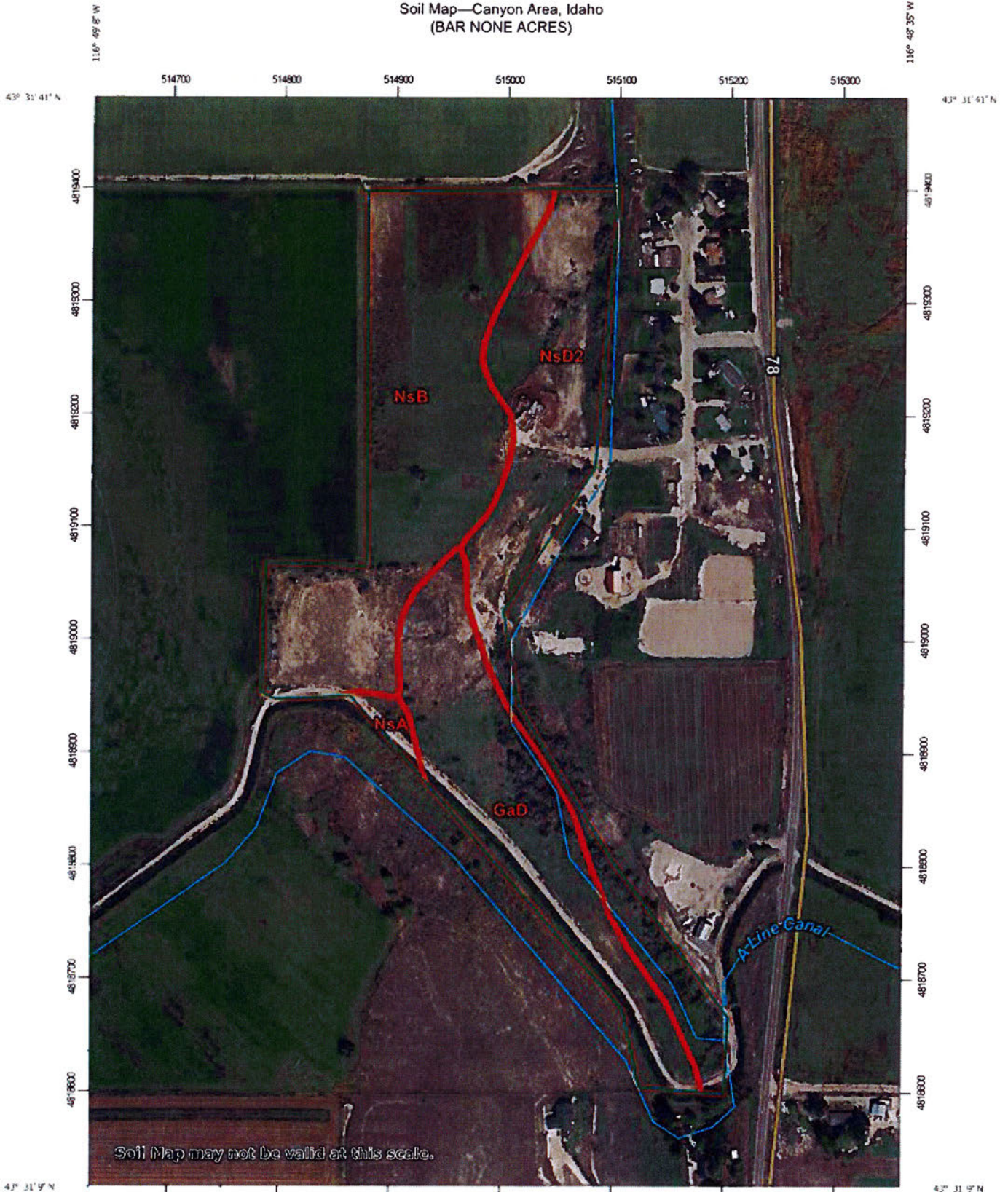
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SEP 24 2025  
WATER RESOURCES  
WESTERN REGION

Completed Depth (Measurable) 67  
 Date Started 9-17-25 Date Completed 9-18-25

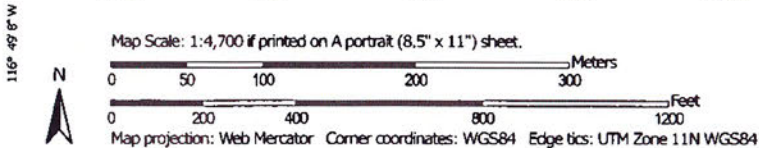
**15. DRILLER'S CERTIFICATION:**  
 I/We certify that all minimum well construction standards were complied with at the time the rig was removed and this report is complete and accurate to the best of our knowledge.

Company Name Hydro Drilling Co No 789  
 \*Principal Driller [Signature] Date 9/18/25  
 \*Driller [Signature] Date \_\_\_\_\_  
 \*Operator [Signature] Date 9/18/25  
 Other \_\_\_\_\_ Date \_\_\_\_\_  
 \*Signature of Principal Driller and rig operator are required








































Soil Map—Canyon Area, Idaho  
(BAR NONE ACRES)



Soil Map may not be valid at this scale.



## MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
 Special Point Features	 Special Line Features
 Blowout	 Water Features
 Borrow Pit	 Streams and Canals
 Clay Spot	 Transportation
 Closed Depression	 Rails
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Lava Flow	 Local Roads
 Marsh or swamp	 Background
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 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 1:20,000.

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: Canyon Area, Idaho  
Survey Area Data: Version 22, Aug 27, 2025

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

Date(s) aerial images were photographed: Sep 9, 2023—Sep 14, 2023

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
GaD	Garbutt silt loam, 7 to 12 percent slopes	8.5	25.9%
NsA	Nyssaton silt loam, 0 to 1 percent slopes	0.5	1.4%
NsB	Nyssaton silt loam, 1 to 3 percent slopes	13.7	42.0%
NsD2	Nyssaton silt loam, 7 to 12 percent slopes, eroded	10.1	30.7%
<b>Totals for Area of Interest</b>		<b>32.7</b>	<b>100.0%</b>

## Canyon Area, Idaho

### GaD—Garbutt silt loam, 7 to 12 percent slopes

#### Map Unit Setting

*National map unit symbol:* 2q17  
*Landscape:* Valleys  
*Elevation:* 2,000 to 5,400 feet  
*Mean annual precipitation:* 6 to 10 inches  
*Mean annual air temperature:* 45 to 52 degrees F  
*Frost-free period:* 100 to 165 days  
*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Garbutt and similar soils:* 95 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Garbutt

##### Setting

*Landscape:* Valleys  
*Landform:* Fan remnants  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Silty alluvium and/or lacustrine deposits and/or loess

##### Typical profile

*A - 0 to 5 inches:* silt loam  
*C - 5 to 60 inches:* silt loam

##### Properties and qualities

*Slope:* 7 to 12 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):*  
Moderately high to high (0.57 to 2.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum content:* 15 percent  
*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water supply, 0 to 60 inches:* High (about 10.9 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 6e  
*Land capability classification (nonirrigated):* 6c  
*Hydrologic Soil Group:* B  
*Ecological site:* R011XY009ID - Silty 7-10 PZ KRLA2/ACHY

*Hydric soil rating:* No

## **Data Source Information**

Soil Survey Area: Canyon Area, Idaho  
Survey Area Data: Version 22, Aug 27, 2025

## Canyon Area, Idaho

### NsA—Nyssaton silt loam, 0 to 1 percent slopes

#### Map Unit Setting

*National map unit symbol:* 2q2z  
*Landscape:* Valleys  
*Elevation:* 2,200 to 2,700 feet  
*Mean annual precipitation:* 7 to 12 inches  
*Mean annual air temperature:* 48 to 52 degrees F  
*Frost-free period:* 145 to 170 days  
*Farmland classification:* Prime farmland if irrigated

#### Map Unit Composition

*Nyssaton and similar soils:* 95 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Nyssaton

##### Setting

*Landscape:* Valleys  
*Landform:* Terraces  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Lacustrine deposits and/or loess and/or silty alluvium

##### Typical profile

*Ap - 0 to 11 inches:* silt loam  
*Bk - 11 to 60 inches:* silt loam

##### Properties and qualities

*Slope:* 0 to 1 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):*  
Moderately low to moderately high (0.06 to 0.20 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum content:* 20 percent  
*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water supply, 0 to 60 inches:* High (about 12.0 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 3e  
*Land capability classification (nonirrigated):* 6c  
*Hydrologic Soil Group:* C  
*Ecological site:* R011XY009ID - Silty 7-10 PZ KRLA2/ACHY

*Hydric soil rating:* No

## **Data Source Information**

Soil Survey Area: Canyon Area, Idaho  
Survey Area Data: Version 22, Aug 27, 2025

## Canyon Area, Idaho

### NsB—Nyssaton silt loam, 1 to 3 percent slopes

#### Map Unit Setting

*National map unit symbol:* 2q30  
*Landscape:* Valleys  
*Elevation:* 2,200 to 2,700 feet  
*Mean annual precipitation:* 7 to 12 inches  
*Mean annual air temperature:* 48 to 52 degrees F  
*Frost-free period:* 145 to 170 days  
*Farmland classification:* Prime farmland if irrigated

#### Map Unit Composition

*Nyssaton and similar soils:* 90 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Nyssaton

##### Setting

*Landscape:* Valleys  
*Landform:* Terraces  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Lacustrine deposits and/or loess and/or silty alluvium

##### Typical profile

*Ap - 0 to 11 inches:* silt loam  
*Bk - 11 to 60 inches:* silt loam

##### Properties and qualities

*Slope:* 1 to 3 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):*  
Moderately low to moderately high (0.06 to 0.20 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum content:* 20 percent  
*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water supply, 0 to 60 inches:* High (about 12.0 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 3e  
*Land capability classification (nonirrigated):* 6c  
*Hydrologic Soil Group:* C  
*Ecological site:* R011XY009ID - Silty 7-10 PZ KRLA2/ACHY

*Hydric soil rating:* No

## **Data Source Information**

Soil Survey Area: Canyon Area, Idaho  
Survey Area Data: Version 22, Aug 27, 2025

## Canyon Area, Idaho

### NsD2—Nyssaton silt loam, 7 to 12 percent slopes, eroded

#### Map Unit Setting

*National map unit symbol:* 2q32  
*Landscape:* Valleys  
*Elevation:* 2,200 to 2,700 feet  
*Mean annual precipitation:* 7 to 12 inches  
*Mean annual air temperature:* 48 to 52 degrees F  
*Frost-free period:* 145 to 170 days  
*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Nyssaton, eroded, and similar soils:* 90 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Nyssaton, Eroded

##### Setting

*Landscape:* Valleys  
*Landform:* Terraces, Drainageways  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Lacustrine deposits and/or loess and/or silty alluvium

##### Typical profile

*Ap - 0 to 8 inches:* silt loam  
*Bk - 8 to 60 inches:* silt loam

##### Properties and qualities

*Slope:* 7 to 12 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):*  
Moderately low to moderately high (0.06 to 0.20 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum content:* 20 percent  
*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water supply, 0 to 60 inches:* High (about 12.0 inches)

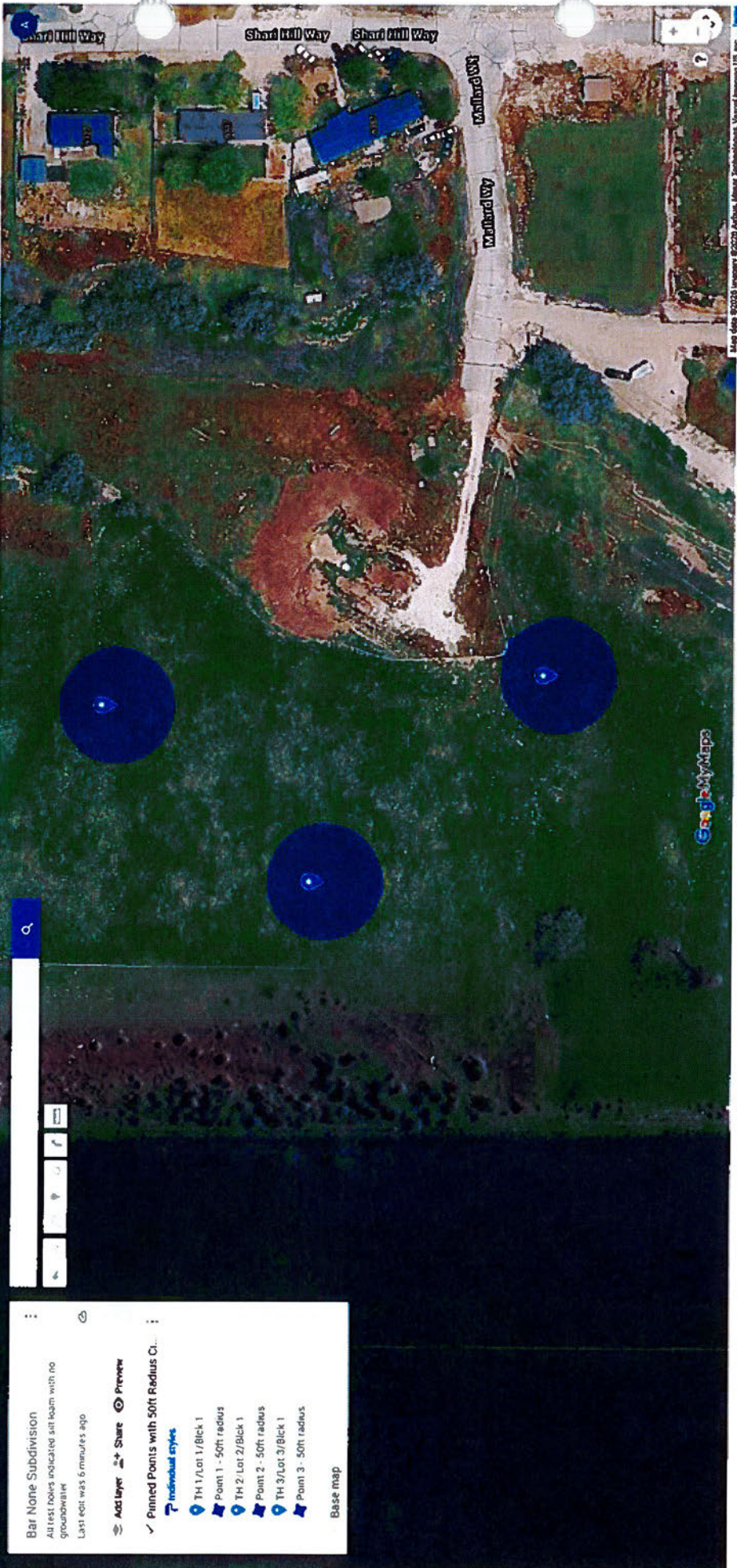
##### Interpretive groups

*Land capability classification (irrigated):* 6e  
*Land capability classification (nonirrigated):* 6c  
*Hydrologic Soil Group:* C  
*Ecological site:* R010XY001ID - North Slope Loamy 12-16 PZ  
FEID-PSSPS

*Hydric soil rating:* No

## Data Source Information

Soil Survey Area: Canyon Area, Idaho  
Survey Area Data: Version 22, Aug 27, 2025



Bar None Subdivision  
All test holes indicated with no groundwater  
Last edit: was 5 minutes ago

Add layer Share Preview

✓ Pinned points with 50ft Radius Ci...

Individual styles

- TH 1/Lot 1/Block 1
- Point 1 - 50ft radius
- TH 2/Lot 2/Block 1
- Point 2 - 50ft radius
- TH 3/Lot 3/Block 1
- Point 3 - 50ft radius

Base map

Google Maps

Map data ©2025 Imagery ©2025 Platform, UI Elements, Virtual Imagery ©2025 Google

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BAR NONE ACRES SUBDIVISION**

THIS DECLARATION is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Stephan A. Vickers and Jacqueline M. Vickers, husband and wife (the "Grantors").

**ARTICLE 1: RECITALS**

- 1.1 Declarant Grantors are the owners of the real property located in the County of Owyhee, State of Idaho, which the owners have platted as the Bar None Acres Subdivision, the final plat of which has been approved by the Owyhee County Commissioners and recorded as Instrument [number] on [date] in the records of Owyhee County, state of Idaho Recorder's Office (the "Plat"), and real property within said plat is legally described in the attached Exhibit A (the "Property").
- 1.2 The purpose of this Declaration of Covenants, Conditions, and Restrictions for Bar None Acres Subdivision (the "Declaration") is to set forth the basic restrictions, covenants, limitations, conditions, and equitable servitudes (collectively the "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, and to ensure any improvements located thereon comply with the order of the Owyhee County Commissioners' approval of the Plat.

**ARTICLE 2: DECLARATION**

- 2.1 Grantors declare that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms and Restrictions. The terms and Restrictions as set forth herein:
  - 2.1.1 shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property, or any lot, parcel, or portion thereof; and
  - 2.1.2 shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and
  - 2.1.3 shall inure to the benefit of, and be binding upon, Grantors, Grantors' successors in interest, and each grantee or Owner, and such grantee's or Owner's

respective successors in interest, and may be enforced by Grantors, by any Owner, or such Owner's successors in interest.

### ARTICLE 3: DEFINITIONS

- 3.1 “**Conditional Use Order**” shall mean the Memorandum of Decision before the Owyhee County Planning and Zoning Commission Re: Application for Conditional Use Permit filed by Stephan A. Vickers No. Z25-24 recorded in the records of the Owyhee County Recorder as Instrument #321218 on September 24, 2025.
- 3.2 “**Declaration**” shall mean this Declaration as it may be amended from time to time.
- 3.3 “**Dwelling**” shall mean a structure used for human habitation, which is constructed or occupied as a family residence.
- 3.4 “**Grantors**” shall mean Stephan A. Vickers and Jacqueline M. Vickers, husband and wife, and their successors in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantors or their successors.
- 3.5 “**Improvement**” shall mean any structure, facility, or system or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in any portion of the Property, including but not limited to buildings, fences, driveways, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, pressurized irrigation systems, ditches, waterways, and fixtures of any kind.
- 3.6 “**Lot**” shall mean any lot or parcel defined within the Plat.
- 3.7 “**Owner**” shall mean any person or other legal entity, including Grantors, holding fee simple interest of record to a Lot, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.
- 3.8 “**Person**” shall mean any individual, partnership, corporation, or other legal entity.
- 3.9 “**Plat**” shall mean the Bar None Estates Subdivision, the final plat of which has been approved by the Owyhee County Commissioners and recorded as Instrument #[number] on [date] in the records of Owyhee County, state of Idaho, Recorder's Office or any replat of any portion of the Property as recorded at the office of the County Recorder, Owyhee County, Idaho, as the same may be replatted.
- 3.10 “**Property**” shall mean the real property described in Exhibit A attached hereto, including each lot, parcel, or portion thereof and interest therein, including all water rights associated with or appurtenant to such property.

3.11 “**Restrictions**” shall mean covenants, limitations, conditions, and equitable servitudes collectively.

3.12 “**Subdivision**” shall mean the Plat of the Property.

#### **ARTICLE 4: GENERAL AND SPECIFIC RESTRICTIONS**

4.1 **Structures – Generally.** All structures are to be designed, constructed, and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Dwelling Structures. Each Lot shall be limited to one single-family Dwelling. Any Attached Accessory Living Quarters, should they be contemplated, must meet all requirements set forth in the Owyhee County Zoning Ordinance. Detached Accessory Living Quarters are prohibited. The minimum Dwelling size for each Lot shall be ONE THOUSAND TWO HUNDRED (1200) square feet exclusive of garage, and TWO THOUSAND (2000) square feet for any two-story Dwelling, with a minimum of ONE THOUSAND TWO HUNDRED (1200) square feet on the ground floor. The placement of any manufactured home on the Property is prohibited.

4.1.2 Architectural Considerations. All above-ground Improvements or modifications thereof shall be made such that they preserve the Property’s value, desirability, and attractiveness, and comply with the order of the Owyhee County Commissioners’ approval of the Plat. To the greatest extent possible, said Improvements shall be harmonious with other Improvements on the Property with respect to size, height, design and style elements, color, setbacks, materials, and finished ground elevations.

4.1.3 Accessory Structures. Detached patios, patio covers, pergolas or similar such structures shall conform to the provisions of this Declaration and be designed and constructed in a manner that is harmonious with other Improvements on the Property. Playhouses, playground equipment, and pool accessories such as diving boards and slides shall not exceed six (6) feet in height above the finished graded surface of the Lot upon which the items are located. Regulation height basketball backboards are excluded from this height restriction.

4.1.4 Driveways. All access driveways shall be constructed in accordance with applicable Qwyhee County requirements and have written approval from the Marsing Rural Fire District prior to the issuance of a building permit.

4.1.5 Roll-out Carts and Bins. Trash and trash containers or bins must be kept within the residence or behind a fence such that they are out of sight of adjacent Dwellings except on collection days. All containers or bins must be stored and maintained to minimize the

occurrence of wind, animals, or other uncontrollable sources that may spread trash to surrounding areas.

4.1.6 Mailboxes. All mailboxes and mailbox stands shall be of consistent design, material, coloration, and location within the Property.

4.1.7 Fencing. Grantors attest that the Property, as it is located within a herd district, was adequately fenced for livestock at the time the Bar None Acres Subdivision was officially recorded at the office of the County Recorder, Owyhee County, Idaho. It shall be the responsibility of each Owner to adequately maintain said fencing, at their own expense, which exists on or traverses across their respective Lot. All other fencing or boundary walls that may be constructed on any Lot shall be of compatible style, material, and construction suitable for its intended agricultural purpose or otherwise in a manner that is harmonious with other Improvements on the Property.

4.1.8 Lighting. All exterior lighting shall be shielded such that the bulb is not visible below a horizontal plane running through the lowest point of the fixture, and no light shall be emitted from the sides of the fixture. Lighting shall be restrained in design and application, and excessive brightness shall be avoided.

4.1.9 Antennae. Satellite dishes one meter in diameter or smaller are permitted on the Property provided they are located where they are not visible from the street. Larger diameter dishes shall be prohibited. "Over-the-air" (OTA) television antennae are permitted provided they are securely mounted and pose no structural safety risk to their respective Dwelling and do not extend higher than six (6) feet above the peak of the Dwelling. Amateur Radio antennae are permitted as long as they meet all applicable Owyhee County requirements, are supported by any required building permit, and do not extend higher than thirty-five (35) feet in height above the finished graded surface of the Lot upon which the antenna is located.

4.2 **Landscaping**. Owners shall control weeds on their Lot to the greatest extent practicable. Initial landscaping around a Dwelling, including sodded lawn and surrounding trees, shrubs, plants, and hardscape, shall be completed within thirty (30) days of Dwelling completion. Owners are responsible to irrigate and maintain their landscaping sufficiently to preserve its attractiveness and minimize the growth of weeds. Landscaping maintenance and snow removal associated with the [road yet to be named] and Bar None Subdivision monument, sign, and gate shall be shared equitably among the Owners of the Property.

4.3 **Exterior Maintenance.** Owners are obliged to maintain all Improvements on their Lot in good condition and repair consistent with the overall Requirements of this Declaration.

4.4 **Drainage.** There shall be no interference with the established drainage pattern over any portion of the Property unless an adequate alternative provision is made for proper drainage. Furthermore, no Owner or representative thereof may alter or allow the drainage from their Lot to flow onto any adjacent Lot such that it creates a hardship or inconvenience for the Owner of the adjacent Lot.

4.5 **Hazardous Activities.** No activities shall be conducted on the Property or Improvements constructed on the Property that are, or might be, unduly unsafe or hazardous to any resident of the Property.

4.6 **Insurance Rates.** Nothing shall be done or kept on any Lot that will increase the rate of insurance on any other Lot without the prior written approval of the Owner of such other Lot.

4.7 **Signs.** Signs shall be limited to the main Bar None Subdivision sign; political signs leading up to a local, State, or Federal elections; temporary signs naming contractors for an on-going construction project; and temporary real-estate signs for property being sold.

4.8 **Unightly Articles and Nuisances.** Abandoned and/or junk vehicles or equipment, debris, rubbish, or other solid waste shall not be allowed to accumulate on the Property. Noise shall not be unduly offensive or detrimental to the Property or its occupants or to other property in the vicinity or to its occupants. In general, quiet hours from dusk to dawn shall be observed as reasonably practicable.

4.9 **Gopher and Burrowing Pest Control.** Each Owner is responsible to control burrowing pests on their Lot, including gophers, moles, and voles, through trapping or other nontoxic methods of control.

4.10 **Temporary Structures.** No mobile home, house trailer, shack, or other temporary or mobile structure shall be used for housing on the Property except as may occur during primary home construction on the Property. In such a case, Owner must obtain from Owyhee County a Temporary RV Permit and adhere to all applicable requirements related thereto. Tents are permitted on the Property provided they are erected on a Lot with an established Dwelling for a period not to exceed one (1) week.

4.11 **Vehicles.** Vehicles, including recreational vehicles such as boats and camping trailers, shall normally be parked in enclosed structures or garages, or, in the case of farm vehicles and equipment, in pole barns or shelters.

**4.12 Outside Energy Devices.** Generators providing back-up electricity to a Dwelling in case of general power outage and portable generators used to support agricultural and building activities are permitted. Continuous use generators providing primary power for a Dwelling or other structure or activity are prohibited. Solar panels are permitted when attached to the roof of a Dwelling and contained within the boundary of said Dwelling's roof, or, for portable or remote power applications, are small in scale (two (2) feet by three (3) feet or less) and few in number (one or two per structure or activity).

**4.13 Animals and Pets.** Dogs shall always be under Owner's supervision and control. Consistent or chronic barking shall be considered a nuisance. Any dog run or pet enclosure shall not be placed in the front yard of any Dwelling and shall be set back at least twenty-five (25) feet from any Lot line.

**4.14 Mining or Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth. This requirement does not prohibit the exploratory drilling or coring necessary to construct a residential structure or related well or septic system.

**4.15 Right to Farm Act.** Owners attest and affirm that, *"No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof"* (ref. Idaho Code § 22-4503).

## **ARTICLE 5: MISCELLANEOUS**

**5.1 Term.** The Restrictions of this Declaration shall run unless amended as provided herein. Following such amendment, the covenants, conditions, restrictions, and equitable servitudes of the amended Declaration shall be extended automatically for successive periods of ten (10) years unless otherwise amended or terminated.

**5.2 Amendment by Owners.** Any amendment of this Declaration, other than this Article 5, once the Plat is recorded in the records of Owyhee County, State of Idaho Recorder's Office, shall be initiated upon written and signed agreement by a two-thirds (2/3) majority of Owners, and such amendment shall be effective upon its recordation with the Owyhee County Recorder. Any amendment to this Article 5 shall require seventy-five percent (75%) written and signed approval of the Owners. Any approved and recorded amendment of this

Declaration shall be binding on all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the Restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed use of such Owner's property which existed prior to said amendment.

5.3 **Enforcement.** The Restrictions of this Declaration shall be privately enforced. Every Owner has legal standing to sue another Owner who is in continued violation of one or more section of this Declaration. The recommended process for such enforcement includes 1) directly communicating with one's neighbor citing the specific section being violated, 2) if the violation continues, hiring an attorney to send a formal "cease and desist" demand letter, and 3) if the violation continues, filing a lawsuit in Owyhee County District Court.

5.4 **Attorney's Fees.** In any legal action initiated by an Owner or Owners of these Restrictions, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs of the suit.

5.5 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property and shall be construed and governed under the laws of Idaho. Notwithstanding, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity of enforceability of any other provision herein. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular.

5.6 **Successors and Assigns.** All references herein to Grantors, Owners, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantors, Owners, and person.

Add Exhibit A – legal description of the land

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**WATER USERS AGREEMENT**  
**of the**  
**BAR NONE ACRES SUBDIVISION**

The undersigned, Stephan A. Vickers and Jacqueline M. Vickers, husband and wife, are the owners of all lots within the Bar None Acres Subdivision according to the official final plat thereof, recorded as Instrument #[number] on [date] in the records of Owyhee County, state of Idaho Recorder's Office (the "Bar None Acres Subdivision"), and do hereby enter into this water users agreement.

**ARTICLE 1 – NAME**

- 1.1 The name of this water users agreement is the Bar None Acres Subdivision Property Owners' Water Users Agreement (the "Agreement").

**ARTICLE 2 – WATER USERS ASSOCIATION**

- 2.1 The association established herein is a lateral water users association (the "Association") organized and existing pursuant to **Title 42, Chapter 13, Idaho Code**, inclusive of any subsequent amendments or recodifications of the provisions thereof.

**ARTICLE 3 – PURPOSES**

- 3.1 The purposes for which this Agreement is entered into are as follows:
- 3.1.1 To comply with the Conditional Use Permit special conditions regarding irrigation delivery, use, and maintenance set forth in the Memorandum of Decision before the

Owyhee County Planning and Zoning Commission Re: Application for Conditional Use Permit filed by Stephan A. Vickers No. Z25-24 recorded in the records of the Owyhee County Recorder as Instrument #321218 on September 24, 2025 (the "Permit").

3.1.2 To serve as the irrigation water users agreement entered into, by, and between the lot owners of the Bar None Acres Subdivision (the "Owners") as required by condition 12 of the Permit; and

3.1.3 To operate and exercise the authority as provided in **Title 42, Chapter 13, Idaho Code** as it applies to the purposes set forth in this Article.

#### **ARTICLE 4 – EFFECTIVITY AND DURATION**

4.1 The rights, duties, and obligations of this Agreement shall become effective upon the occurrence of both of the following (the "Effective Date"): (i) the completion of construction and testing (commissioning) of the lateral irrigation system as certified by the installer; and (ii) the date upon which three (3) or more separate parties hold legal title to the lots within Bar None Acres Subdivision.

4.2 The rights, duties, and obligations of this Agreement shall run with the land and be binding upon the Owners, their heirs, successors, and assigns in perpetuity.

#### **ARTICLE 5 - PARTIES**

5.1 Each person or entity, holding fee simple interest of record to any lot which is a part of the Bar None Acres Subdivision, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation, shall be a party to this Agreement (the "Owners" or "Parties"). Party status in this Agreement shall be appurtenant to and may not be separated from ownership of any lot located in the Bar None Acres Subdivision.

#### **ARTICLE 6 – VOTING RIGHTS**

6.1 At all meetings of the Association, each Owner shall be entitled to one (1) vote for each acre owned. A majority of the total votes represented at a meeting where a quorum is present shall be sufficient to adopt any motion or elect any officer. A quorum shall consist of Owners representing more than fifty percent (50%) of the total acres in the Subdivision.

#### **ARTICLE 7 – BOARD OF DIRECTORS AND OFFICERS**

7.1 The affairs of the Association and the Agreement shall be managed by its Board of Directors.

7.2 The Board of Directors shall consist of the Officers of the Association and the Agreement.

7.3 The Officers, each hold office for a one (1) year term until their successor is elected.

7.4 This Association and Agreement shall consist of the following officers:

7.4.1 Chairman shall conduct all meetings of the Board of Directors and perform such other duties as are customary of a chairman of a Board of Directors in the conduct of the affairs of this Association and as provided in **Title 42, Chapter 13, Idaho Code** and any subsequent amendment or recodification thereof and the affairs of the Agreement as those affairs are herein provided for; and

7.4.2 Vice Chairman shall serve as the Chairman during the Chairman's absence; and

7.4.3 Secretary-Treasurer shall maintain the records of the Association and the minutes of the Board of Directors' meetings, annual meetings and is in charge and has custody and accounts for and is responsible for all funds of the Association and the Agreement and performs such other duties which are customary of a Secretary-Treasurer in the conduct of the affairs of this Association and as provided in **Title 42, Chapter 13, Idaho Code** and any subsequent amendment or recodification thereof and the affairs of the Agreement as those affairs are herein provided for.

7.5 The Board of Directors shall conduct an annual meeting of the parties in December, unless a party files a written objection to the date with the Secretary prior to the set annual meeting date, in which case the annual meeting shall be continued to a date called by the Secretary between January 1 and the last Monday in March of each calendar year.

7.5.1 The Annual Meeting of the Parties, and any continuance thereof, is set by the call of the Secretary with at least ten (10) days advanced written notice to all the Parties by mail and in the event the Secretary fails to provide timely written notice of the annual meeting which shall be held on the last Monday in March.

7.5.2 At the annual meeting the Parties, there shall be an election of each of the Officers of the Association and the election of one who shall serve as the lateral manager (the "Lateral Manager").

7.5.3 At the annual meeting of the Parties, the Parties may adopt such rules and regulations for the management of any lateral or distributing ditch or ditches and the delivery of water therefrom as they deem best and do any and all things not in conflict with

the provisions of **Title 42, Chapter 13, Idaho Code** and any subsequent amendment or recodification thereof and the laws of the state of Idaho which are in the best interests of the Association.

7.5.4 At the first annual meeting of the Parties, and every annual meeting following, the Parties shall establish and revise, as needed, the list of the Association's ownership and responsibility for lateral or laterals or distribution ditch or ditches.

#### **ARTICLE 8 – ANNUAL INSPECTION AND ASSESSMENT**

8.1 In November of each calendar year following the first meeting of the Board of Directors, the Board of Directors and the Lateral Manager shall convene and examine the Association's lateral or laterals or distributing ditch or ditches and prepare an estimate of the total cost to operate, repair, maintain, and improve the lateral or laterals or distributing ditch or ditches to properly deliver water to the water users' properties during the succeeding season. Such total cost shall be assessed to each Subdivision Lot in the proportion which the quantity of water each lot in the Subdivision is entitled to receive from such lateral or ditch bears to the total quantity of water which all Association Subdivision Lots are entitled to receive therefrom (reference Exhibit B).

8.2 The Board of Directors and the Lateral Manager's determinations as made pursuant to section 10.1 of this Article shall be documented in writing by the Secretary and placed in the minutes of the Board of Directors.

#### **ARTICLE 9 - ASSESSMENTS**

9.1 On or before the fifteenth day of April each year (inclusive of the month of December of the previous year), the Secretary of the Association shall notify each Party of the amount assessed against the Lot the Party owes for that year, and the same shall be due and payable on the first day of May of each year. If said assessment is not so paid on or before the fifteenth day of June of such year, a penalty of ten percent (10%) shall be added thereto, and the total amount due shall then draw interest at the rate of twelve percent (12%) per annum from said fifteenth day of June of such year until paid.

#### **ARTICLE 10 – COLLECTION AND DISBURSEMENTS OF ASSESSMENTS**

10.1 The Lateral Manager shall collect all assessments made and pay the same to the secretary-treasurer taking the Lateral Manager's receipt thereof. The secretary-treasurer shall keep the funds of the assessments collected in the name of the Association and shall draw warrants or checks thereon to pay the costs and expenses of the management of said

lateral as herein provided for upon the order of the Board of Directors and shall perform such other duties as the association may prescribe.

### **ARTICLE 11 – DELINQUENCIES AND REMEDIES**

11.1 Any assessment not paid by June 15<sup>th</sup> shall be deemed delinquent. Pursuant to **Idaho Code § 42-1305**, the Association (or the Lateral Manager) shall have the absolute right and duty to cease the delivery of water to any Owner who is delinquent in the payment of any assessment. Water service shall not be restored until all delinquent assessments, including interest and penalties, are paid in full.

11.2 All assessments, together with a late penalty and interest at the rate at the rates prescribed in paragraph 9.1 of this Agreement, shall constitute a permanent lien upon the lot entitled to receive the water, as provided by **Idaho Code § 42-1311**. The Association may record a “Notice of Lien” with the Owyhee County Recorder to provide public notice of said debt.

11.3 In the event the Association must initiate legal action or record a lien to collect unpaid assessments, the Association shall be entitled to recover all costs of collection, including reasonable attorney fees and recording fees, from the delinquent Owner, as authorized by **Idaho Code § 42-1307**.

### **ARTICLE 12 – STANDARDS OF CONDUCT AND SYSTEM INTEGRITY**

12.1 **Duty of Beneficial and Careful Use.** Each Owner shall operate their individual portion of the lateral irrigation system (including valves, risers, and secondary lines) in a manner that maximizes the beneficial use of water and protects the integrity of the main lateral. Owners shall avoid any use that causes “water hammer” (sudden valve shut offs), excessive vibration, or pressure surges that could damage the piped conduit. Furthermore, to preserve the engineering balance of the system, no Owner shall modify the diameter of delivery pipes or install high-capacity pumps that may exceed the system’s designed capacity without the prior written consent of the Association.

12.2 **Duty to Maintain.** The Association, through its Lateral Manager, shall keep the shared irrigation system in good state of repair. Pursuant to **Idaho Code § 42-1207**, no Owner shall permit the piped lateral or conduit on their property to become a nuisance or obstructed so as to impede the flow of water to other Owners.

12.3 **Duty to Winterize.** The Association, through its Lateral Manager, shall ensure the shared irrigation system is properly winterized to minimize any risk of damage to the

system due to freezing temperatures. Individual Owners are responsible for such winterization of those parts of the system that provide irrigation water to the lawn and landscaping immediately surrounding their respective homes.

12.4 Standard of Care. All repairs and improvements shall be performed in a workmanlike manner according to industry standard practices in Owyhee County. For any non-emergency repair exceeding one-thousand dollars (\$1000), the Association shall obtain at least two (2) competitive bids from qualified contractors.

12.5 Emergency Repairs. Any Owner discovering a leak, break, or emergency condition in the Shared Irrigation system that threatens the property or water delivery may authorize immediate repairs if the Lateral Manager is unavailable. The cost of such emergency repairs shall be shared by the Owners as a special assessment, with each Owner's share being a pro rata portion calculated by dividing the individual acreage of the Owner's lot(s) by the aggregate acreage of all private lots within the Subdivision.

12.6 Access to the System. Each Owner hereby grants to the Association, its Lateral Manager, and its contractors a permanent easement and right of entry upon their respective properties for the purpose of inspecting, maintaining, or repairing the water system. This right shall be exercised during reasonable hours, except in cases of emergency.

### **ARTICLE 13 - MISCELLANEOUS**

13.1 Governing Law. This Agreement and Association formation is governed by, and construed and enforced in accordance with, the laws of the State of Idaho, and Owyhee County is the venue.

13.2 Recording: This Agreement and Association formation may be recorded with the Owyhee County Recorder's Office.

13.3 Severability. If any provision of this Agreement and Association formation or any portion of any provision of this Agreement and Association formation is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not alter the remaining portion of such provision, or any other provision of this Agreement and Association formation, as each provision of this Agreement and Association formation is severable from all other provisions of this Agreement and Association formation.

**IN WITNESS WHEREOF**, the Owners have executed this Agreement and Association formation to be effective on the Effective Date.

OWNER(S) OF LOT 1:

\_\_\_\_\_ (Signature) [Stephan A. Vickers], on this date: \_\_\_\_\_

\_\_\_\_\_ (Signature) [Jacqueline M. Vickers], on this date: \_\_\_\_\_

OWNER(S) OF LOT 2:

\_\_\_\_\_ (Signature) [printed name], on this date: \_\_\_\_\_

\_\_\_\_\_ (Signature) [printed name], on this date: \_\_\_\_\_

OWNER(S) OF LOT 3:

\_\_\_\_\_ (Signature) [printed name], on this date: \_\_\_\_\_

\_\_\_\_\_ (Signature) [printed name], on this date: \_\_\_\_\_

STATE OF IDAHO ) ss. County of Owyhee )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared [print names of Owners], known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

[seal]

\_\_\_\_\_  
Notary Public for Idaho  
My Commission expires: \_\_\_\_\_

## **Exhibit A – LEGAL DESCRIPTION**

The real property subject to this Water Users Agreement is situated in Owyhee County, State of Idaho, and is more particularly described as follows:

Lot 1 of Bar None Acres Subdivision, according to the official plat thereof, recorded on [date] as Instrument No. [number], Records of Owyhee County, Idaho.

Etc.

## **Exhibit B – Water use apportionment (for information purposes only)**

21.08 acre-feet of water in total

Lot 1: 9.20 acres or 32.6 percent of total

Lot 2: 4.76 acres or 16.9 percent of total

Lot 3: 14.26 acres or 50.5 percent of total

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**ROAD USERS AGREEMENT and  
DECLARATION OF EASEMENT  
for the  
BAR NONE ACRES SUBDIVISION**

**PREAMBLE**

This Road Users Agreement and Declaration of Easement for the Bar None Acres Subdivision (this "Agreement"), is made effective \_\_\_\_\_, 2026 (the "Effective Date"), by Stephan A. Vickers and Jacqueline M. Vickers, husband and wife (hereinafter referred to collectively as the "Grantor").

**RECITALS**

*WHEREAS*, as of the Effective Date, Grantor owns "Lot 1," "Lot 2," "Lot 3," and "Lot 4", as each of the same are legally described and graphically depicted on that certain official plat of Bar None Acres Subdivision (the "Subdivision") recorded in the official records of Owyhee County, Idaho substantially concurrently with the recordation hereof; and

*WHEREAS*, Mallard Way (the "Road") is a private road located on Lot 4 of the Subdivision that provides ingress and egress to and from the other Lots (as defined below); and

*WHEREAS*, Grantor desires to create a perpetual, non-exclusive easement on, over, under, and across Lot 4 for the benefit of each Lot within the Subdivision and the Owners (as defined below) thereof; and

*WHEREAS*, Grantor desires to execute and record this Agreement to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes that will apply to the Subdivision and each Lot therein, which are designed to protect, enhance, and preserve the value, desirability, and attractiveness of the Subdivision and to ensure a well-integrated, high quality development.

## DECLARATION AND GRANT

*NOW THEREFORE*, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, on behalf of itself and its successors, heirs, and assigns, hereby grants, declares, reserves, and agrees as follows:

1. Declaration. Grantor hereby declares that the Subdivision, and each Lot therein, is and will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Agreement, which is hereby declared to be in furtherance of a general plan to protect, enhance, and preserve the value, desirability, and attractiveness of the Subdivision and to ensure a well-integrated, high quality development. This Agreement: (a) runs with the land and is binding upon any person having or acquiring any right, title, or interest in any Lot or portion of the Subdivision; (b) inures to the benefit of every Lot and portion of the Subdivision; and (c) inures to the benefit of and is binding upon Grantor and each Owner having or holding any right, title, or interest in any Lot or portion of the Subdivision, and their successors, heirs, and assigns. It is the express intent of Grantor that the restrictions, covenants, limitations, easements, conditions, and equitable servitudes created herein shall not be extinguished by the Doctrine of Merger by reason of the common ownership of the Lots.

2. Grant of Access Easement. The Grantor hereby reserves unto itself and otherwise grants and conveys a perpetual, non-exclusive easement appurtenant on, over, under and across Lot 4 for the purposes described in Section 3, for the benefit of each other Lot and the Owners thereof (the "Roadway Easement").

3. Scope of Use. This Roadway Easement is for the purpose of providing vehicular and pedestrian ingress and egress to and from the Lots, as well as the right to install, maintain, and repair public and private utilities. Use of the Roadway Easement shall be limited to residential and agricultural purposes consistent with Owyhee County zoning.

5. Road Manager. A "Road Manager" shall be elected by a majority of Owners, will serve a term as agreed to by the Owners, and can be replaced or renewed at any time by a simple majority vote of the Owners of each of the Lots. The Road Manager shall be responsible for monitoring the condition of the Road surface and initiating maintenance activities described in this Agreement. Stephan A. Vickers shall be the initial Road Manager, and shall serve until the earlier of his death, resignation, or removal in accordance with this Section.

6. Road Maintenance. Road maintenance and Road improvements will be undertaken and made by or at the direction of the Road Manager whenever necessary to maintain the Road in good operating condition at all times and, specifically, maintained to an all-weather surface (gravel or asphalt) capable of supporting the imposed loads of fire apparatus with a minimum unobstructed width of twenty (20) feet. A majority vote of all Owners is required for any Road improvements and to accept the bid for any Road improvement contract. Before authorizing expenditures for future Road improvements, Owners will be notified by the Road Manager, cost estimates will be provided, and a

suitable time for discussion and consideration will be required. If any Owner performs improvements, maintenance, repairs or replacements without majority approval of the other Owners prior to performing such work, the Owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.

7. Snow Removal. The Road Manager shall ensure that snow and ice treatment is applied to the Road so as to permit safe, year-round access by emergency vehicles.

8. Cost Sharing. Road maintenance, snow removal, property taxes for Lot 4, and Road improvement costs shall be equally divided between the between the Owners of all Lots (excluding Lot 4).

9. Prepayment. Prepayment of any anticipated maintenance, snow removal, or improvement costs will be made to a Road maintenance account by each Owner. Annually, on or before a date as specified by the Road Manager, each Owner will contribute their share of the estimated annual cost for any anticipated Road maintenance, Road improvements, snow removal, and property taxes for Lot 4. The Road Manager shall send each Owner a two-week notice of the annual payments due.

10. Parking. For the safety of all residents and the ability for emergency vehicles to pass unobstructed, no machinery, trailers, vehicles or other property may be stored or parked upon the Road except parking of vehicles for limited periods of time during daytime hours.

11. Checking Account. The Road Manager shall establish and/or maintain a bank checking account with a local bank and will prepare and distribute to the Owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed. Alternatively, by unanimous consent, Owners may waive the requirement for a formal bank account and instead operate on a 'pay-as-you-go' basis.

12. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

13. Amendment. This Agreement may be amended only by a two-thirds majority consent of all Owners.

14. Enforcement. Any unpaid contribution toward Road maintenance or snow removal shall, after 30 days of delinquency, constitute a lien upon the defaulting Owner's Lot. The Road Manager may record a Notice of Lien with the Owyhee County Recorder. Such claim of lien may be foreclosed in the same manner as a deed of trust or in any other manner permitted by applicable law. Upon payment of such lien in full, the Road Manager will prepare and record a release of such claim of lien. In the event of any controversy, claim, or action being filed or instituted between the Owners to interpret or enforce the terms of this Agreement, or arising from the breach of any provision hereof, the prevailing Owner shall be entitled to receive from the non-prevailing Owner all costs, damages, and expenses, including without limitation reasonable attorneys' fees incurred by the prevailing Owner (prior to trial, at trial, on appeal, and during any post-judgment collection activities).

15. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all Owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third-party arbitrator, each Lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All Owners shall share equally in the cost of any arbitration.

16. Notices. Owners under the Agreement shall be notified by mail or in person. If the whereabouts of an Owner is not known, a certified notice shall be mailed to the address to which the Owner's property tax bills are sent.

17. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

18. Recording This Document. Original and amended copies of this document, shall be recorded and provided by the Road Manager to the Idaho Recorder's Office in Owyhee County.

19. Singular and Plural. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular.

#### **DEFINITIONS**

"Lot" shall mean any Lot 1, Lot 2, Lot 3, and Lot 4 of Subdivision, together with any future lot created by virtue of any further subdivision thereof.

"Owner" shall mean any person or other legal entity holding fee simple interest of record to a Lot, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall have one vote in matters where voting is required, and if a Lot is owned by more than one person, all owners of the Lot will collectively be referred to as the Owner for purposes of this Agreement and will be entitled only to one collective vote.

*[Remainder of page intentionally left blank; signature page follows.]*

**IN WITNESS WHEREOF**, Grantor has executed this Agreement effective as of the Effective Date.

\_\_\_\_\_ (Signature)

Stephan A. Vickers

\_\_\_\_\_ (Signature)

Jacqueline M. Vickers

STATE OF IDAHO ) ss. County of Owyhee )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephan A. Vickers and Jacqueline M. Vickers, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

[seal]

\_\_\_\_\_  
Notary Public for Idaho

My Commission expires: \_\_\_\_\_

Above space for recording

**DEED OF EXCLUSIVE INGRESS, EGRESS AND PUBLIC UTILITY EASEMENT AND  
ACCEPTANCE**

**PARTIES:**

<b>[Owner of Lot 2]</b>	<i>Grantor</i>	<b>[Address]</b>
<b>Stephen A. Vickers and Jacqueline M. Vickers, husband and wife</b>	<i>Grantee</i>	2525 S. Links Pl Eagle, ID 83616

This DEED OF EXCLUSIVE INGRESS, EGRESS AND PUBLIC UTILITY EASEMENT AND ACCEPTANCE, effective as of the date of the Parties' signatures hereon, by and between [Owner of Lot 2], Grantor (hereinafter referred to as "Grantor"), whose address is [TBD], and the STEPHAN A. VICKERS and JACQUELINE M. VICKERS, husband and wife, Grantee (hereinafter referred to as "Grantee"), whose address is 2525 S. Links Pl. Eagle, Idaho 83616.

**SECTION I  
DEFINITIONS**

For all purposes of this *Deed of Exclusive Ingress, Egress and Utility Easement and Acceptance*, the following terms in bold shall have the meaning herein provided unless the context of the term herein clearly requires otherwise:

- 1.1 Deed of Easement:** means and refers to this *Deed of Exclusive Ingress, Egress and Public Utility Easement and Acceptance*.

- 1.2 **Easement Area:** means and includes that certain real property legally described in **Exhibit A**, attached hereto, and by this reference incorporated in this definition as if set forth at length.
- 1.3 **Ingress and Egress Easement:** means and includes the exclusive right to construct, use, maintain, repair, improve, and replace a driveway or access roadway within the Easement Area suitable for residential vehicular traffic and for use by emergency and first responder vehicles, including fire apparatus and ambulances. Such right includes the right to grade, surface, and install drainage improvements reasonably necessary to provide for proper drainage of the driveway or access roadway surface and to ensure safe and reliable access, together with the right of entry upon the Easement Area for such purposes.
- 1.4 **Grantee:** means and refers to STEPHAN A. VICKERS and JACQUELINE M. VICKERS, husband and wife, Grantee Party to this Deed of Easement.
- 1.5 **Grantor:** means and refers to [TBD], Grantor Party to this Deed of Easement.
- 1.6 **Lot 1:** means and refers to Lot 1 of *Bar None Acres Subdivision*, as shown on the plat recorded in the records of Owyhee County, Idaho, as Instrument No. [TBD], together with any parcel or parcels hereafter created by a subdivision of said Lot 1.
- 1.7 **Parties:** means and refers to the Grantor and the Grantee.
- 1.8 **Public Utility Easement:** means and includes the exclusive right to construct, install, inspect, operate, maintain, repair, replace, and remove any and all public utility facilities and appurtenances underground within the Easement Area, including but not limited to facilities for domestic water, irrigation water, sewer, storm drainage, electricity, natural gas, telecommunications, fiber optic, and other utility or communication systems, whether public or private, or serving the subdivision. Such rights shall include the reasonable right of access over and upon the Easement Area for personnel, vehicles, and equipment necessary to perform such activities, together with the right to cut and remove vegetation and to do all other acts reasonably necessary for the installation and continued operation of said facilities, provided that the surface of the Easement Area shall be restored, as nearly as practicable, to its original condition upon completion of any work.

**SECTION II  
RECITALS**

The Parties recite and declare:

- 2.1 Grantor is the owner of the Easement Area; and
- 2.2 The Grantees are the owners of Lot 1; and
- 2.3 That in order to develop Lot 1 for residential development and use, it is necessary that Grantee acquired this Deed of Easement from the Grantor; and
- 2.5 Grantor is willing to grant and convey to the Grantee and the Grantee is willing to accept this Deed of Easement subject to the conditions as stated herein in this Deed of Easement.

In consideration of the mutual covenants contained in this Deed of Easement, the parties agree as follows:

**SECTION III  
GRANT OF DEED of EASEMENT**

- 3.1 Grantor does hereby grant, convey and release unto the Grantee, and or their successors, heirs, and assigns, as hereinafter provided for from the effective date hereof, this *Deed of Easement inclusive of the Ingress and Egress Easement and Public Utility Easement* exclusive for the use and benefit of Lot 1.

**SECTION IV  
ACCEPTANCE OF GRANT OF PUBLIC UTILITY EASEMENT**

- 4.1 Grantee does hereby accept the grant and conveyance from the Grantor of this Deed Easement subject to the terms and conditions of this Deed of Easement.

**IN WITNESS WHEREOF**, this Deed of Easement has been executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 with the intent that it shall be recorded in the office of the recorder of the County of Owyhee, state of Idaho.

**DATED AND SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**[Owner of Lot 2]**

\_\_\_\_\_  
[Owner of Lot 2]

**DATED AND SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**STEPHAN A. VICKERS and JACQUELINE M. VICKERS, husband and wife**

\_\_\_\_\_  
Stephan A. Vickers

\_\_\_\_\_  
Jacqueline M. Vickers

STATE OF IDAHO )

: ss.

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year of 2026, before me a notary public for the State of Idaho, personally appeared **[Owner of Lot 2]** known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public for Idaho  
My Commission Expires:

STATE OF IDAHO )

: ss.

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year of 2026, before me a notary public for the State of Idaho, personally appeared **STEPHEN A. VICKERS and JACQUELINE M. VICKERS, husband and wife**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public for Idaho  
My Commission Expires:

**EXHIBIT A – REAL PROPERTY  
EXHIBIT A**

**[TBD]**