Owyhee County
Planning & Zoning

PO Box 128, Murphy Id. 83650
Phone (208) 495-2095 Fax (208) 495-2051

PRELIMINARY PLAT APPLICATION

Requiring Public Hearing

Monty Siddoway / Ridge Construction
APPLICANT/ APPLICANT REPRESENTATIVE

Jump Creek Acres
SUBDIVISION NAME

1427 Hill Rd.
MAILING ADDRESS

14 | 3N | 5W
SECTION | TOWNSHIP | RANGE

Homedale | ID | 83628
CITY | STATE | ZIP CODE

Have you contacted Southwest District Health? (Y) N

541.216.1988 | cmridgeconstruction@gmail.com
TELEPHONE | FAX OR EMAIL

RP03N05W144840
TAX ASSESSOR'S PARCEL NUMBER(s)

Monty Siddoway
OWNER'S NAME

Multi-Use
CURRENT ZONING OF THE SUBJECT PARCEL

3993 Market Rd.
OWNER'S MAILING ADDRESS

Z-21-32
CUP FILE NUMBER

Homedale | ID | 83628
CITY | STATE | ZIP CODE

TBD Market Rd
SITE ADDRESS

541.910.1801 | montysiddoway@yahoo.com
OWNER'S PHONE NUMBER | FAX OR EMAIL

Homedale, ID
AREA OF CITY IMPACT

I DECLARE UNDER PENALTY OF PERJURY that I/we, Monty Siddoway / Macy Baker, 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: 8-19-2026 Signed: [signature]

Dated: 8/19/26 Signed: [signature]

On the 19th day of August, 2026, 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 the day and year as above written.

ANGEL PELAYO
Notary Public - State of Idaho
Commission Number 20233366
My Commission Expires Aug 14, 2029

[signature]
Notary Public

Residing at Payette
Commission Expires: 14 Aug 2029

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 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"
- ☐ Reduced 8½" x 11" copies of preliminary documents
- ☐ Preliminary 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: 13.09 acres Number of Lots: 10 (excluding common lots)
(Not to exceed ten lots)

Smallest Buildable Lot Data: (excluding common lots)

Width: odd shape Depth: odd shape Area: 1.01 acres sq.ft.

Proposed Number of Dwelling Units: (multi-family developments only) 10

Type of Dwelling(s) Proposed:

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

Type of Utilities Proposed:

Water: Wells Private Electric: ID Power Septic: Individual

Access (From nearest public street or road): off Market Rd.

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

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.

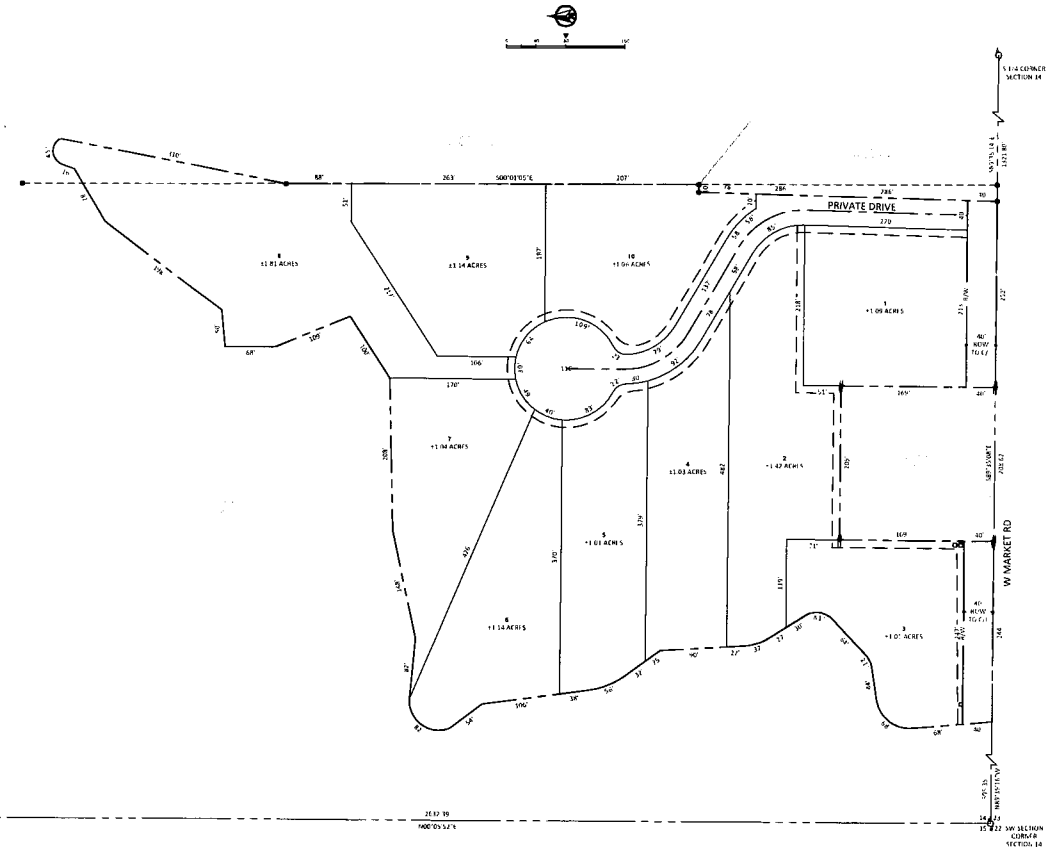
Lot Types	# of lots in preliminary plat	# of lots in final plat
Residential	10	
Commercial	X	
Industrial	X	
Common (landscape, utility, or other)	1 easement	
Open space	X	
TOTAL	11	

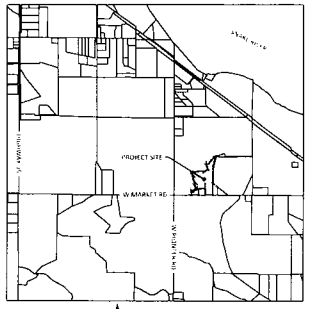
PRELIMINARY PLAT FOR JUMP CREEK SUBDIVSION

A PORTION OF THE SW 1/4 OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 5 WEST, BOISE, MERIDIAN, OWYHEE COUNTRY, IDAHO
AUGUST 12, 2026

NOTES:

1. ALL COMMON LOTS SHALL BE OWNED AND MAINTAINED BY THE HOA
2. BUILDING SETBACKS AND DIMENSION STANDARDS SHALL BE IN COMPLIANCE WITH APPLICABLE ZONING REGULATIONS OF OWYHEE COUNTY
3. A GRADING EASEMENT OF 30' WILL EXIST ALONG THE FRONT OF EACH LOT
4. ALL COMMON LOTS CAN BE USED FOR STORM DRAINAGE PURPOSES OF EASEMENTS
5. STORM DRAINAGE WILL BE TREATED AND STORED ON SITE WITHIN SHALLOW SWALES ALONG SIDE OF PRIVATE DRIVEWAY
6. INDIVIDUAL WELLS WILL SERVICE EACH LOT
7. INDIVIDUAL SUBSURFACE SEPTIC SYSTEMS WILL SERVICE EACH LOT
8. PRIVATE PRESSURIZED IRRIGATION SERVICES TO BE PROVIDED TO EACH LOT
9. ALL EXISTING OBSTRUCTIONS ARE TO BE REMOVED FROM THE ROADWAY AREA
10. 40' OF PROPERTY FRONTAGE TO BE DEDICATED TO MARKET ROAD RIGHT OF WAY
11. ACCESS FOR PARCEL RPOSNOSW1470Z0 TO BE TAKEN FROM PROPOSED PRIVATE DRIVE
12. ACCESS FOR PROPOSED LOTS 1-10 TO BE TAKEN FROM MARKET ROAD. ALL OTHER PROPOSED LOTS TO BE ACCESSED FROM THE PROPOSED PRIVATE DRIVE





VICINITY MAP
SCALE: 1"=2000'

LEGEND	
	PROPOSED BOUNDARY LINE
R/W	ROAD RIGHT OF WAY
	PROPOSED EASEMENT
	STREET CENTERLINE
	PROPOSED LOT LINE
1	PROPOSED LOT NUMBER
	FOUND ALUMINUM CAP
	FOUND BRASS CAP
	FOUND 5/8" REBAR
	FOUND 1/2" REBAR
	CALCULATED POINT

SHEET INDEX	
P0.0	COVER
P1.0	SITE PLAN
P2.0	EXISTING CONDITIONS

AREA AND LOT SUMMARY			
	ACRES		
TOTAL AREA	±13.09		
TOTAL RIGHT OF WAY	0.46		
	COUNT	MIN (AC)	AVG (AC)
SINGLE FAMILY LOTS	10	1.01	1.1[illegible]
COMMON LOTS	1	0.89	
TOTAL NUMBER OF LOTS	11		
RESIDENTIAL GROSS DENSITY	0.76	DU/AC	

SITE DATA

DEVELOPER
RIDGE CONSTRUCTION, LLC
MATT BAKER
1427 FIRE ROAD
HOMEDALE, ID 83628
PH: (541) 216-1988

ENGINEER
UPLAND ENGINEERS LLC
BROOKE RHODES, PE
PO BOX 190315
BOISE, ID 83719
PH: (208) 918-4050

SURVEYOR
UPLAND ENGINEERS LLC
GRIFFIN UNDERHILL, PLS
PO BOX 190315
BOISE, ID 83719
PH: (208) 918-4050

CURRENT PARCEL NUMBER
RPOSNOSW1440A0

ZONING
VACANT USE

HIGHWAY DISTRICT
HOMEDALE HIGHWAY DISTRICT

FIRE DISTRICT
HOMEDALE FIRE DISTRICT

HEALTH DISTRICT
SOUTHWEST DISTRICT HEALTH

PROJECT CONTACTS			
ROLE	NAME	EMAIL	PHONE
DEVELOPER	RIDGE CONSTRUCTION, LLC	CMRIDGECONSTRUCTION@GMAIL.COM	541.216.1988
ENGINEER	BROOKE RHODES	BRHODES@UPLANDENGINEERS.COM	928.606.2276

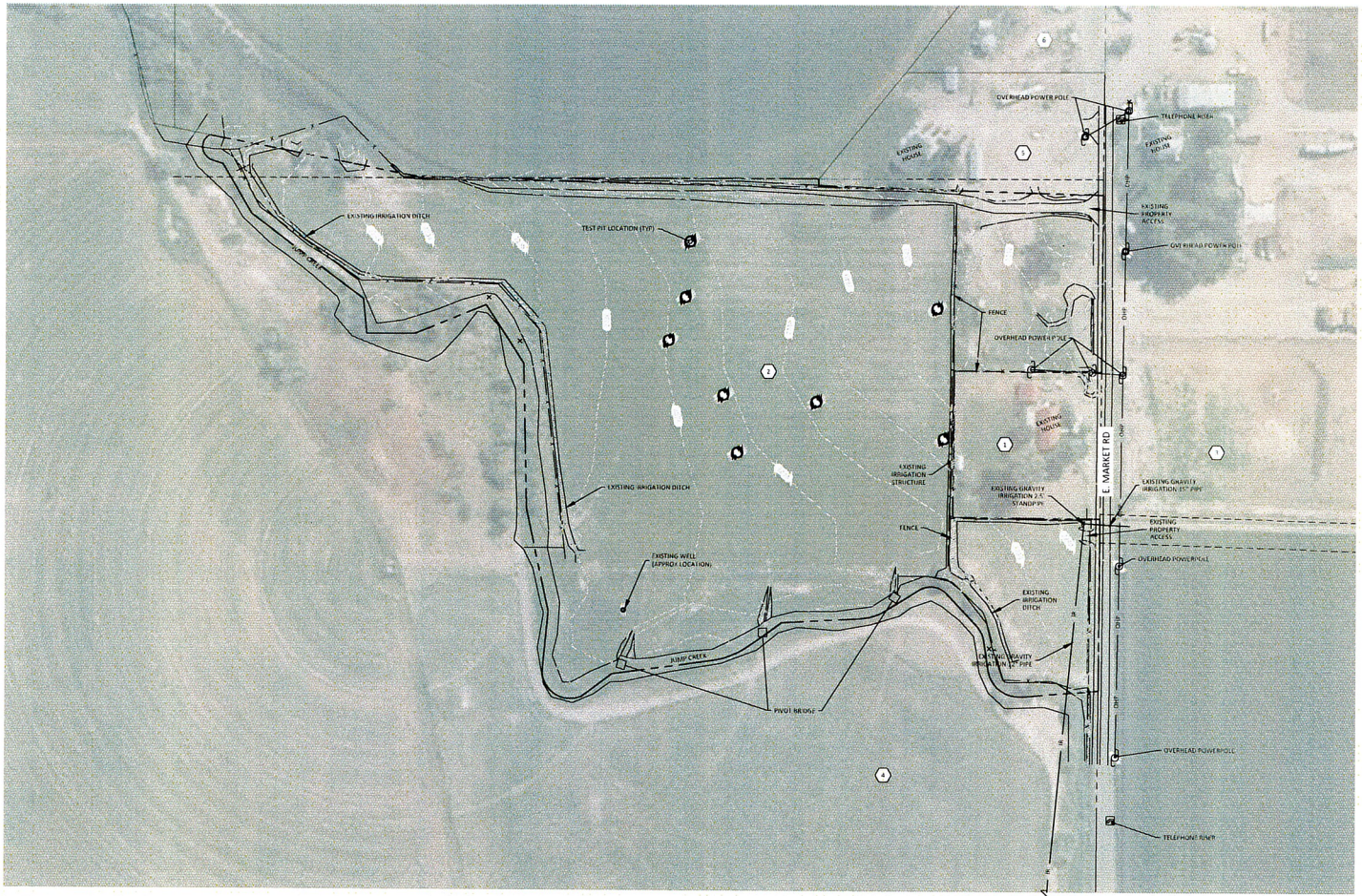
UPLAND ENGINEERS

PRELIMINARY PLAT FOR
JUMP CREEK SUBDIVSION
COVER

REVISIONS
NO. DATE

DATE: 8/27/2026
PROJECT #: 250022

P0.0



SURROUNDING PROPERTY OWNERS

NO.	PARSEL NO.	OWNER	ADDRESS
1	RP03N05W146500	KETTERING, SEAN & SHARI	3952 MARKET RD HOMEDALE , ID , 83628
2	RP03N05W144840	SIDDOWAY, MONTY CLARK & SHELLY RAE	3993 MARKET RD HOMEDALE , ID , 83628
3	RP03N05W232450	SIDDOWAY, MONTY CLARK & SHELLY RAE	3993 MARKET RD HOMEDALE , ID , 83628
4	RP03N05W144850	SHENK AG ENTERPRISES LLC	3993 MARKET RD HOMEDALE , ID , 83628
5	RP03N05W147020	SHENK, SHELLEY A	3996 MARKET RD HOMEDALE , ID , 83628
6	RP03N05W147010	SHENK, DAVE & SHELLEY	3993 MARKET RD HOMEDALE , ID , 83628

BROOKE RHOADES — 9/18/10

UPLAND ENGINEERS

PRELIMINARY PLAT FOR

JUMP CREEK SUBDIVSION

EXISTING CONDITIONS

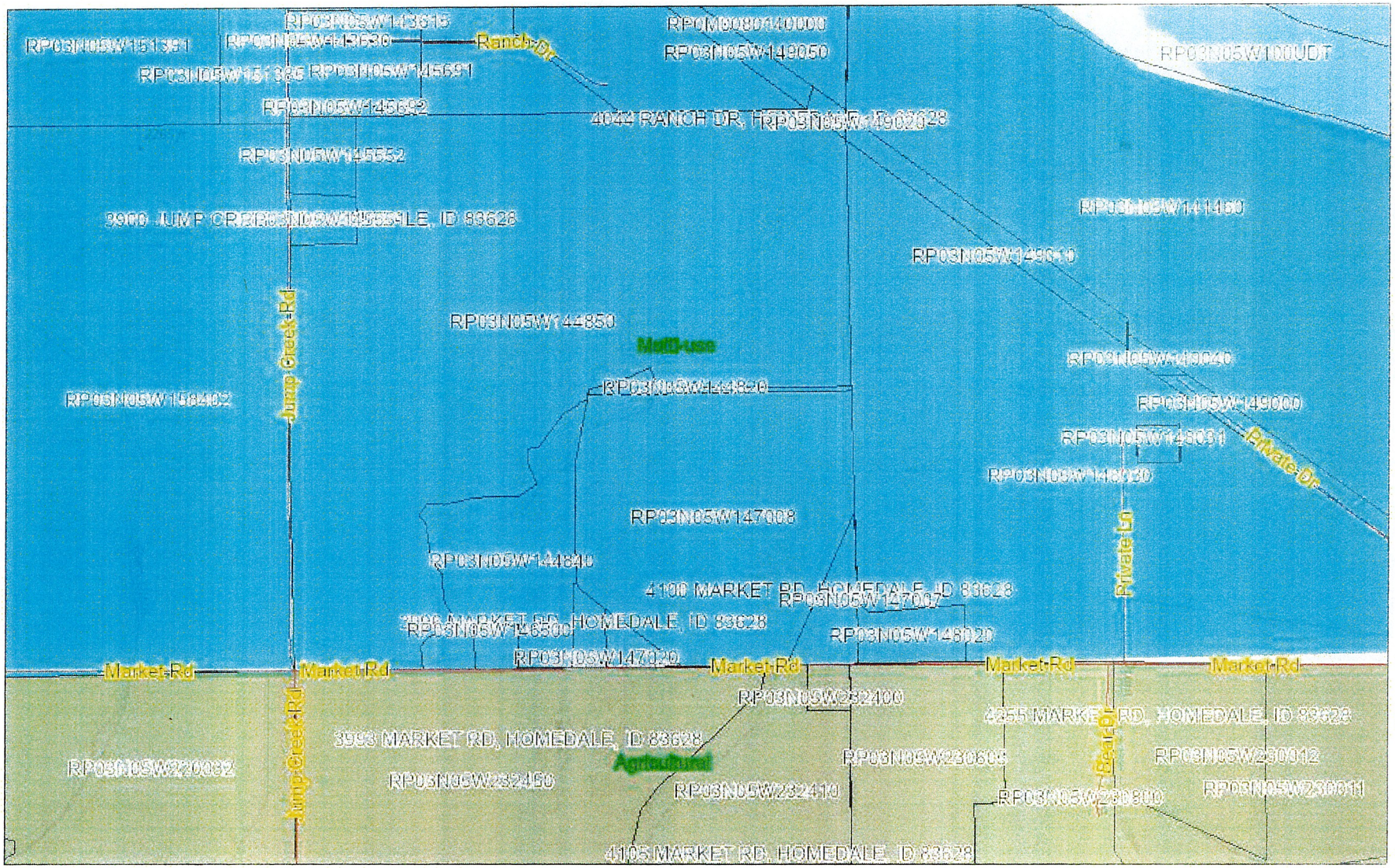
REVISIONS

DATE 8/12/2024

250022

P2.0

ArcGIS Web Map



8/12/2026 11:34:16 AM

1:10,791

PioneerTitleCo.
GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

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

Instrument # 320652
MURPHY, OWYHEE, IDAHO
2025-06-30 02:01:26 No. of Pages: 3
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: $15.00
Ex-Officio Recorder Deputy: map
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

File No. 873330 TK/TG

WARRANTY DEED

For Value Received **Shenk AG Enterprises, LLC, an Idaho Limited Liability Co. AND David Shenk, also shown of record as Dave Shenk, and Shelley Shenk, husband and wife as to a portion, and Shenk Ag Enterprises LLC as to the remainder**

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Monty Siddoway and Shelly Siddoway, husband and wife

hereinafter referred to as Grantee, whose current address is 3993 Market Road Homedale, ID 83628

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: June 27, 2025

Shelley A Shenk
Shelley A. Shenk

David D. Shenk
David D. Shenk

Shenk AG Enterprises, LLC

By: Shelley A Shenk
Shelley A. Shenk, Manager

By: David D. Shenk
David D. Shenk, Manager

320652

State of Idaho, County of Canyon

This record was acknowledged before me on June 30th 2025 by Shelley A. Shenk and David D. Shenk and Shenk AG Enterprises, LLC

Signature of notary public
Commission Expires: RESIDING IN CALDWELL, IDAHO
MY COMMISSION EXPIRES 10/26/2028

KATIE TAYLOR
COMMISSION #56973
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho, County of Canyon

This record was acknowledged before me on June 30th 2025 by Shelly A. Shenk and David D. Shenk, as managers of Shenk AG Enterprises, LLC.

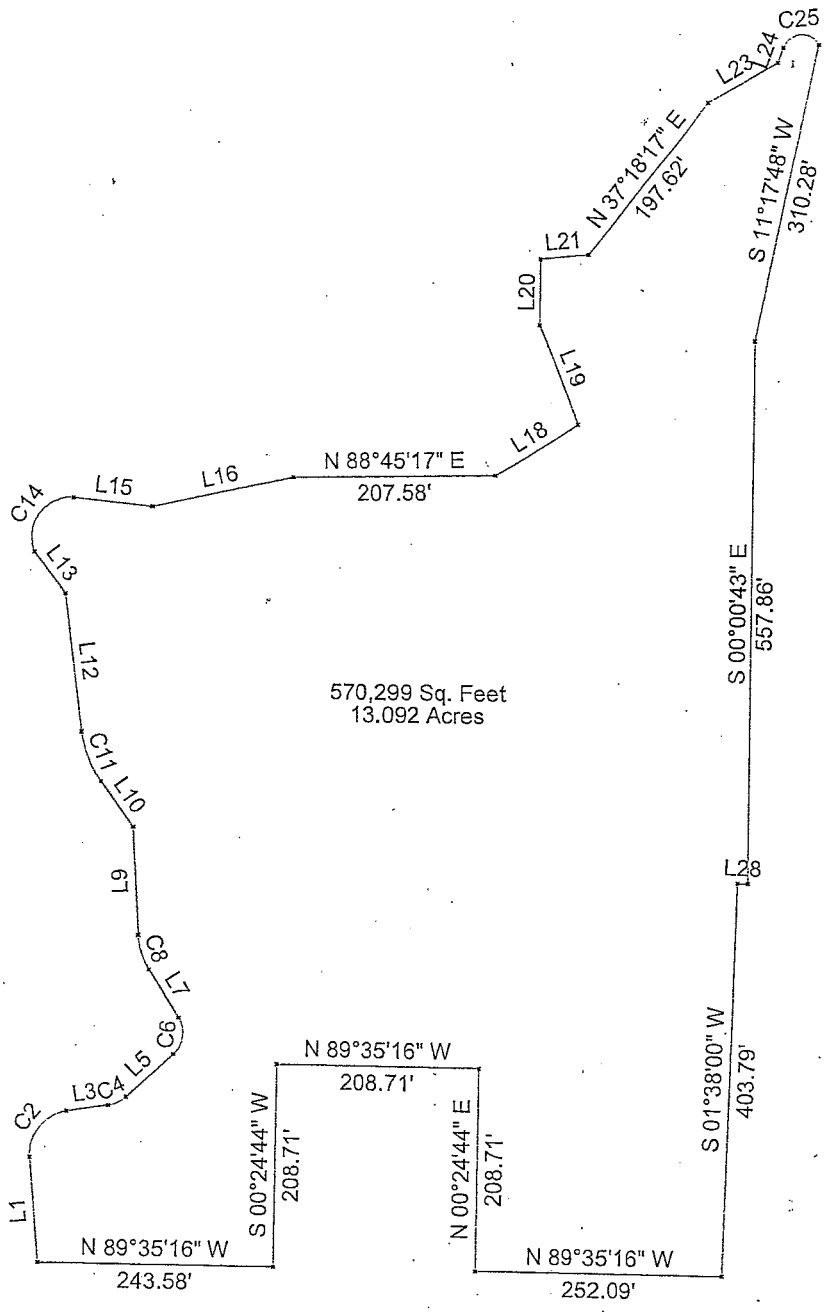
Signature of notary public
Commission Expires: RESIDING IN CALDWELL, IDAHO
MY COMMISSION EXPIRES 10/26/2028

KATIE TAYLOR
COMMISSION #56973
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

This parcel is a portion of the Southwest Quarter of Section 14 in Township 3 North, Range 5 West of the Boise Meridian, Owyhee County, Idaho and is more particularly described as follows:

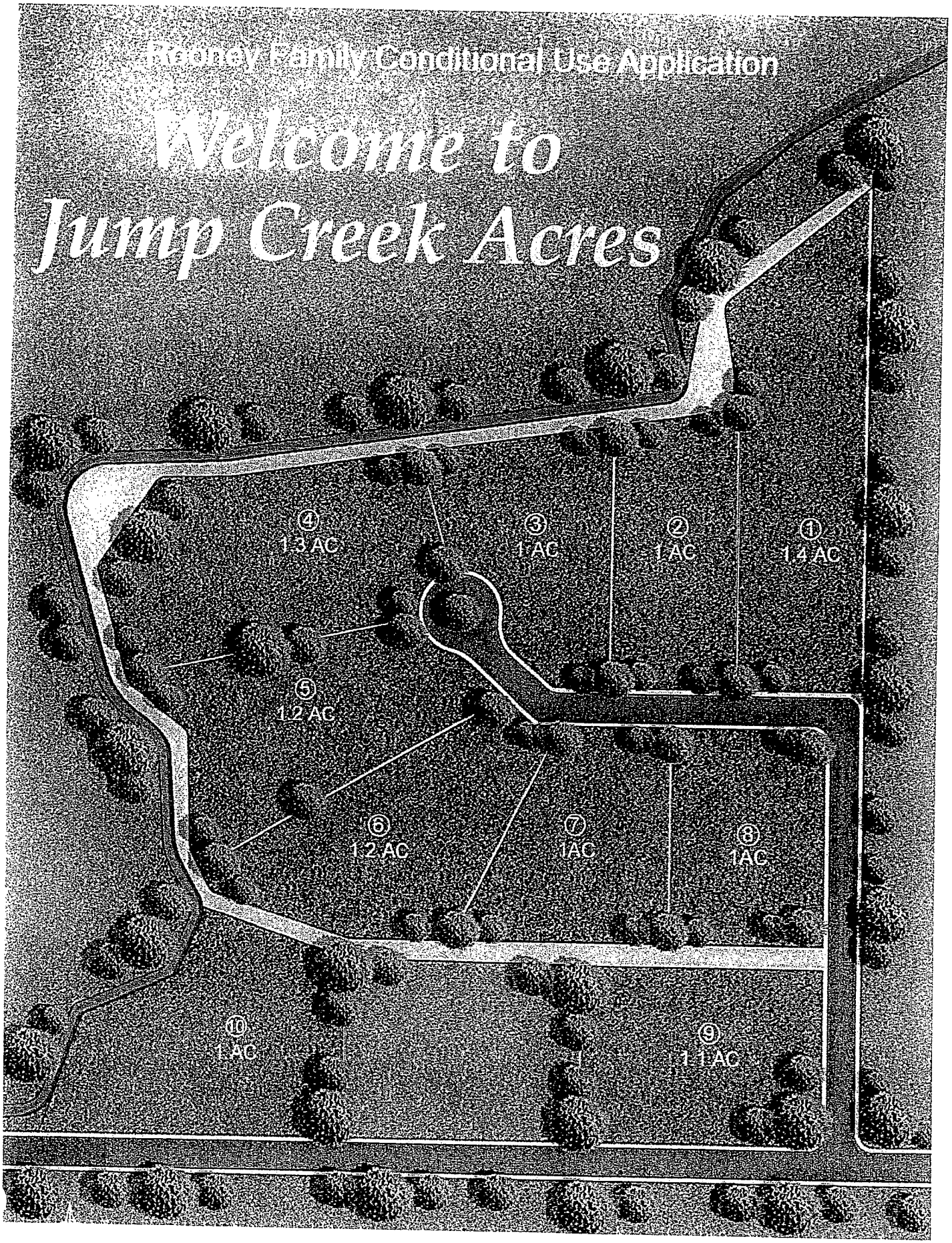
COMMENCING at the Southwest corner of the Southwest Quarter, (SW Section Corner, Section 14); thence South 89°35'16" East along the South boundary of the Southwest Quarter a distance of 595.35 feet to the TRUE POINT OF BEGINNING; thence
North 4°50'13" West along the centerline of Jump Creek a distance of 108.21 feet; thence traversing the centerline of Jump Creek as follows:
Northeasterly 67.59 feet along the arc of a curve to the right having a radius of 45.00 feet and a central angle of 86°03'10" and a long chord which bears North 38°11'22" East a distance of 61.41 feet;
North 81°12'57" East a distance of 43.96 feet;
Northeasterly 20.99 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 34°21'59" and a long chord which bears North 64°01'58" East a distance of 20.68 feet;
North 46°51'06" East a distance of 64.35 feet;
Northeasterly 41.24 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 78°45'27" and a long chord which bears North 7°28'23" East a distance of 38.07 feet;
North 31°54'13" West a distance of 56.93 feet;
Northwesterly 37.47 feet along the arc of a curve to the right having a radius of 75.00 feet and a central angle of 28°37'22" and a long chord which bears North 17°35'32" West a distance of 37.08 feet;
North 3°16'51" West a distance of 111.93 feet;
North 35°50'11" West a distance of 57.32 feet;
Northwesterly 56.43 feet along the arc of a curve to the right having a radius of 115.00 feet and a central angle of 28°06'50" and a long chord which bears North 21°46'46" West a distance of 55.86 feet;
North 7°43'24" West a distance of 143.45 feet;
North 37°37'50" West a distance of 53.76 feet;
Northeasterly 81.87 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 117°15'58" and a long chord which bears North 35°40'42" East a distance of 68.31 feet;
South 84°30'55" East a distance of 82.06 feet;
North 77°52'38" East a distance of 148.15;
North 88°45'17" East a distance of 207.58;
North 57°25'18" East a distance of 99.54 feet;
North 22°30'22" West a distance of 109.25 feet;
North 00°05'12" West a distance of 67.96 feet;
North 84°23'20" East a distance of 50.47 feet;
North 37°18'17" East a distance of 197.62 feet;
North 59°44'21" East a distance of 81.98 feet;
North 19°22'05" East a distance of 16.45 feet;
Northeasterly 45.47 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 130°14'57" and a long chord which bears North 84°20'44" East a distance of 36.29 feet; thence leaving said centerline bearing
South 11°17'48" West a distance of 310.28 feet to a point on the East boundary of the Southwest Quarter of the Southwest Quarter; thence
South 00°00'43" East along said East boundary a distance of 557.86 feet; thence
North 88°27'23" West a distance of 10.40 feet; thence
South 1°38'00" West a distance of 403.79 feet to a point on the South boudary of the Southwest Quarter; thence
North 89°35'16" West along said South boundary a distance of 252.09 feet; thence
North 00°24'44" East, perpendicular to the South boundary of the Southwest Quarter, a distance fo 208.71 feet; thence
North 89°35'16" West, parallel with the South boundary of the Southwest Quarter, a distance of 208.71 feet; thence
South 0°24'44" West, perpendicular to the South boundary of the Southwest Quarter, a distance of 208.71 feet to a point on the South boundary of the Southwest Quarter; thence
North 89°35'16" West along said South boundary a distance of 243.58 feet to the TRUE POINT OF BEGINNING.

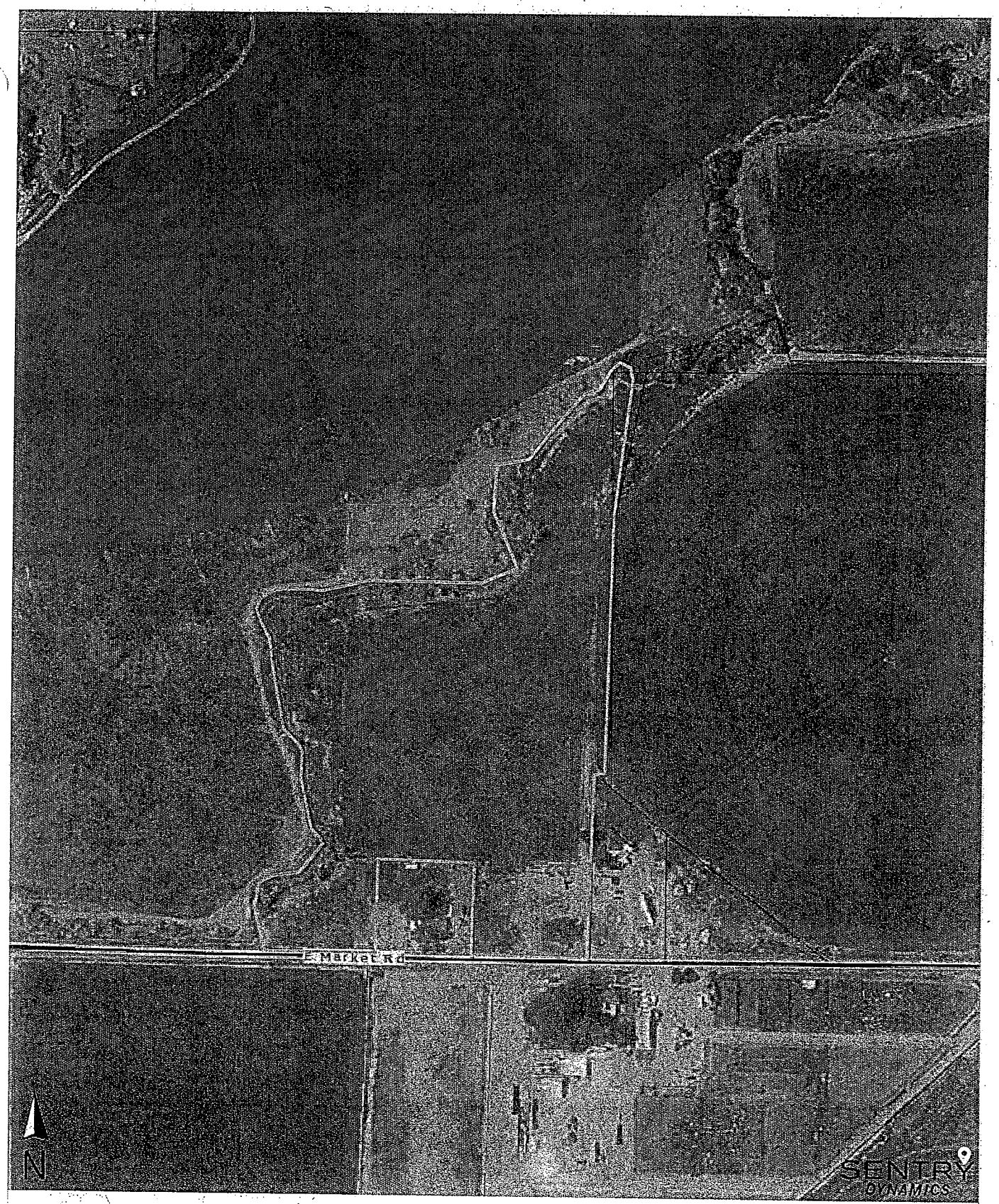


DATE: 6/18/2025	SCALE: 1" = 187'	DRAWN BY:

Rodney Family Conditional Use Application

Welcome to Jump Creek Acres





PioneerTitleCo.
GOING BEYOND

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

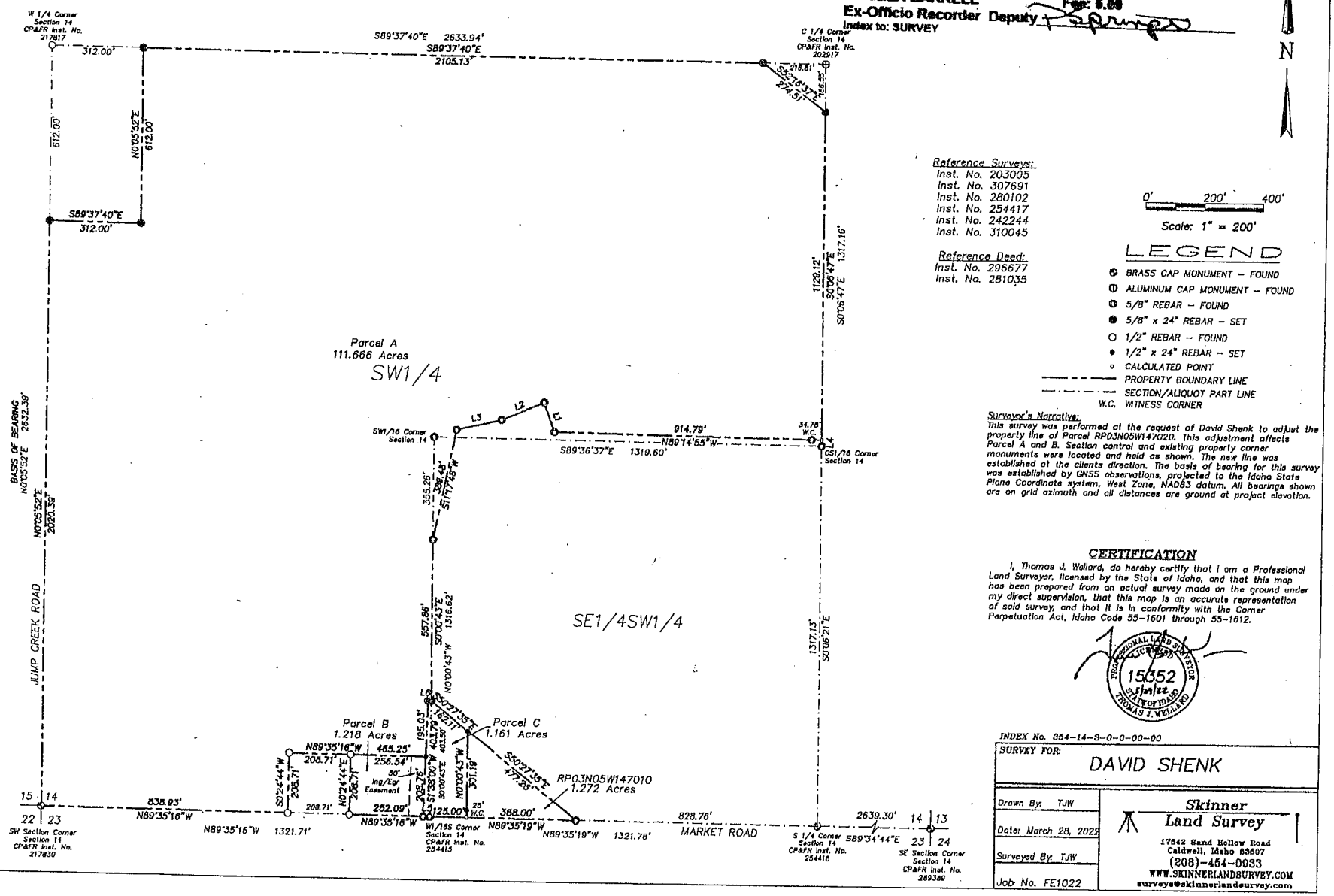
RECORD OF SURVEY

A PORTION OF THE SW 1/4 OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
OWYHEE COUNTY, IDAHO

Instrument # 311711
MURPHY, OWYHEE, IDAHO
3-30-2022 10:02:28 AM No. of Pages: 1
Recorded for : PRECISION LAND SURVEYORS, PC
ANGELA BARKELL Fee: 5.00
Ex-Officio Recorder Deputy
Index to: SURVEY

LINE TABLE

NO	BEARING	LENGTH
L1	N19°27'10"W	105.56'
L2	S67°03'33"W	154.96'
L3	S76°12'22"W	155.06'
L4	S0°06'47"E	21.49'
L5	N89°35'16"W	21.98'
L6	S88°27'23"E	10.40'



Reference Surveys:
Inst. No. 203005
Inst. No. 307691
Inst. No. 280102
Inst. No. 254417
Inst. No. 242244
Inst. No. 310045

Reference Deed:
Inst. No. 296677
Inst. No. 281035

0' 200' 400'
Scale: 1" = 200'

LEGEND

- BRASS CAP MONUMENT – FOUND
- ALUMINUM CAP MONUMENT – FOUND
- 5/8" REBAR – FOUND
- 5/8" x 24" REBAR – SET
- 1/2" REBAR – FOUND
- 1/2" x 24" REBAR – SET
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION/ALIQUOT PART LINE
- W.C. WITNESS CORNER

Surveyor's Narrative:
This survey was performed at the request of David Shenk to adjust the property line of Parcel RP03N05W147020. This adjustment affects Parcel A and B. Section control and existing property corner monuments were located and held as shown. The new line was established at the clients direction. The basis of bearing for this survey was established by GNSS observations, projected to the Idaho State Plane Coordinate system, West Zone, NAD83 datum. All bearings shown are on grid azimuth and all distances are ground at project elevation.

CERTIFICATION

I, Thomas J. Wellard, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1612.

PROFESSIONAL LAND SURVEYOR LICENSED 15352 3/30/22 STATE OF IDAHO THOMAS J. WELLARD

INDEX No. 354-14-3-0-0-00-00

SURVEY FOR:
DAVID SHENK

Drawn By: TJW
Date: March 28, 2022
Surveyed By: TJW
Job No. FE1022

Skinner Land Survey
17642 Sand Hollow Road
Caldwell, Idaho 83607
(208)-454-0933
WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com

BEFORE THE OWYHEE COUNTY PLANNING AND ZONING COMMISSION

Re: Extension of Conditional Use Permit	)	No. Z24-06
	)	Memorandum of Decision
Filed by	)	
Dave and Shelley Shenk	)	
	)	

Instrument # 316829
MURPHY, OWYHEE, IDAHO
1-24-2024 01:59:43 PM, No. of Pages: 7
Recorded for : OWYHEE COUNTY PLANNING & ZONING
ANGELA BARKELL Fee: 0.00
Ex-Officio Recorder Deputy
Index to: MEMORANDUM

SUMMARY

Dave and Shelley Shenk, (hereinafter "Applicant") seeking a two-year extension for a previously approved conditional use permit to establish a 10-lot subdivision on approximately 113 acres. The subject parcel, RP03N05W144801, is located on the corner of Jump Creek Rd and Market Rd in Homedale. The site is located in a Multiuse zone situated in a portion of the SW¼ of Section 14, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho. After a duly noticed hearing conducted on January 24, 2024 the Commission enters the following Decision:

FINDINGS AND CONCLUSIONS

1. The Commission finds the Applicant sufficiently explained why they have been unable to complete their proposed project and demonstrated that some progress has been made to justify an extension of the conditional use permit.
2. The Commission finds and concludes that the Applicant did not seek any revisions to the approved conditional use permit and agrees to abide by all originally imposed conditions.
3. The Commission finds that the Applicant met the burden of proof as to the granting of the time extension for a period of two years (24 months) from the date of the issuance of this decision.
4. The Commission concludes the time extension should be granted to the Applicant subject to all special conditions originally imposed in the recorded written decision for permit Z21-32 attached to this decision as Exhibit "A"

ORDER

The time extension of two (2) years is granted to Dave and Shelley Shenk, subject to the special conditions set forth in conditional use permit Z21-32. 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 24th, day of January, 2024

Chad Nettleton – Acting Chair

Attest: Rachele King

Appeal Deadline: February 13, 2024

BEFORE THE OWYHEE COUNTY PLANNING AND ZONING COMMISSION

Re: Application for Conditional Use Permit)	No. Z21-32
)	Memorandum of Decision
Filed by)	
)	
Dave & Shelley Shenk)	
)	

Instrument # 310584
MURPHY, OWYHEE, IDAHO
12-15-2021 03:28:41 PM No. of Pages: 6
Recorded for : OWYHEE COUNTY PLANNING AND ZO
ANGELA BARKELL Fee: 0.00
Ex-Officio Recorder Deputy
Index to: MEMORANDUM

SUMMARY

Dave & Shelley Shenk, (hereinafter "Applicants") applied for a conditional use permit seeking approval to develop a 10-lot residential subdivision on a portion of an approximately 114-acre parcel located on the northeast corner of Market and Jump Creek Roads, approximately 2 miles southeast of Homedale. The subject parcel, RP03N05W144800, is located in a multi-use zone in a portion of the SW¼ of Section 14, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho. After a duly noticed hearing conducted on October 27, 2021, 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 Applicant proposed a ten-lot residential subdivision on a portion of an approximately 114-acre parcel.
2. The Commission finds that Colin Rooney was the original applicant but decided to not pursue this project and turned over all rights to the application to Dave Shenk.
3. The Commissions finds that the property is located on the northeast corner of Market and Jump Creek Roads approximately 2 miles southeast of Homedale and the north border of the parcel touches the Homedale area of city impact.
4. 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.

5. The Commission finds that access to the proposed subdivision is from Market Road, a public road in Homedale Highway District.
6. The Commission finds that the subject parcel is in Gem Herd District and the Applicant is aware that all livestock must be fenced in.
7. The Commission finds that the parcel has irrigation water rights from Gem Irrigation District and those water rights will be delivered to one point and then divided among the subdivision parcels with infrastructure installed by the Applicant.
8. The Commission finds credible the Applicant's testimony that domestic water for the lots will be by individual wells.
9. The Commission finds credible the Applicant's testimony that they are aware that Southwest District Health regulates septic systems and that they must meet the requirements of SWDH for the new septic systems and a subdivision engineering report for the subdivision.
10. The Commission finds the subject parcel is in Homedale Fire District. The Applicant is aware, that access to the lots must meet the fire access road standards for subdivisions.
11. 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.
12. The Commission finds credible the Applicant's testimony that he will address the southern portion of the agricultural ground currently irrigated by the pivot that the subdivision's design could affect.
13. The Commission finds that two neighbors signed in as neutral to the proposed use.
14. The Commission finds credible that the Applicant will impose restrictive covenants to guide and regulate development within the subdivision.
15. The Commission finds it necessary that a draft copy of the CC&Rs be provided with the preliminary plat application and be recorded before any lots are sold.
16. The Commission finds that the Applicant is aware of the standard special conditions that are placed on all conditional use permits and that the Applicants agrees to the imposition of these.

CONCLUSION

Based on the information contained in the application and the testimony provided in the hearing, and the findings above, the Commission concludes that the conditional use permit should be granted with the following special conditions.

SPECIAL CONDITIONS

1. Access to the new use 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. Applicant 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 Applicant 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. Applicant will control weeds and pests (including, but not limited to, gophers) on the parcel for which the permit is granted.
11. Subdivision roads shall be constructed to the subdivision standards prior to final plat.
12. A road users' agreement must be developed, recorded, and submitted with the preliminary plat application.
13. An irrigation plan and irrigation water users' agreement must be developed, and submitted with the preliminary plat.
14. Covenants, Conditions, and Restrictions (CC&Rs) must be developed, and submitted with the preliminary plat application with a restriction that the CC&Rs do not expire and can never be less restrictive than what is submitted with the plat.
15. This conditional use permit will expire twenty-four (24) months from the date the written decision is signed if the preliminary plat application and submittals have not been filed with the Administrator.

ORDER

Conditional use permit Z21-32 is granted to Dave and Shelley Shenk, 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 15th day of December, 2021

Yes:

Chad Nettleton

Attest:

Appeal Deadline: January 4, 2022

LEGAL DESCRIPTION FOR
SHENK AG ENTERPRISES
PARCEL RP03N05W144801

An easement located in the West 1/2 of the Northwest 1/4 of Section 23, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northwest 1/4 of Section 23, Township 3 North, Range 5 West, Boise Meridian, derived from found monuments and taken as South 89°35'12" East with the distance between monuments found to be 2643.47 feet.

BEGINNING at a point on the North line of said Section 23, Township 3 North, Range 5 West, Boise Meridian from which the Northwest Section Corner of said Section 23 bears North 89°35'12" West a distance of 806.10 feet;

Thence along said North line of Section 23, South 89°35'11" East, a distance of 40.01 feet;

Thence leaving said North line of Section 23, South 01°46'57" West, a distance of 2,055.92 feet;

Thence South 64°56'15" East, a distance of 438.03 feet;

Thence South 25°03'45" West, a distance of 90.00 feet;

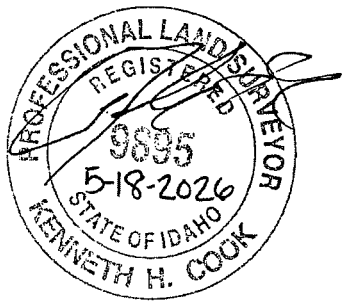
Thence North 64°56'15" West, a distance of 442.85 feet;

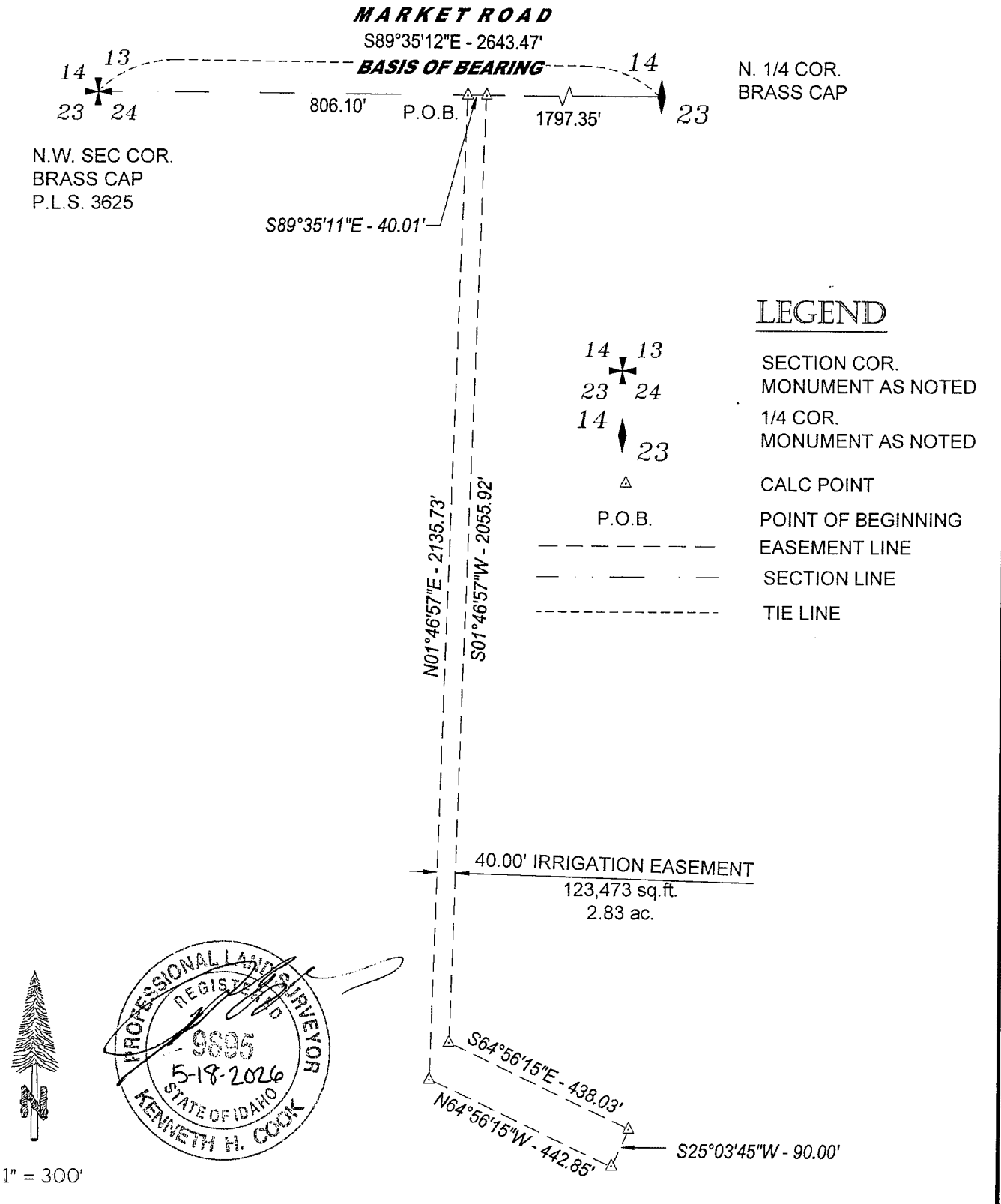
Thence North 01°46'57" East, a distance of 2,135.73 feet to the **POINT OF BEGINNING**.

Said Parcel containing 123,473 square feet or 2.83 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
316 S. Kimball Ave, Suite 207
Caldwell, ID 83605
(208) 465-5687





IRRIGATION EASEMENT FOR SHENK AG ENTERPRISES
A PORTION OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 5 WEST

FILE: U:\TS-25\Owyhee\25154 - EVANS - SHENK AG ENTERPRISES - LOT SPLIT - HOMEDALE\dwg\25154 - EVANS LOT SPLIT - HOMEDALE.dwg

TIMBERLINE SURVEYING
316 S KIMBALL AVE. SUITE 207, CALDWELL, IDAHO 83605
208-465-5687

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

The Law Offices of Maybon, PLLC
P.O. Box 1084
Caldwell, Idaho 83606

(Space Above For Recorder's Use)

EASEMENT AGREEMENT

This Easement Agreement ("Easement Agreement") is made and entered into this 1st day of January, 2026, by and between _____, an individual ("Grantor") and, _____, and individual ("Grantee"), whose current address is_____.

1. Background.

1.1 Burdened Real Property. Grantor is the owner of the real property described on ***Exhibit A*** attached ("Burdened Real Property").

1.2 Benefitted Real Property. Grantee is the owner of the real property described on ***Exhibit B*** attached ("Benefitted Real Property").

1.3 Easement. Grantee has requested Grantor convey to Grantee a non-exclusive easement on a portion of the Burdened Real Property in favor of the Benefitted Real Property for the purposes described in Section 2.2 below. The portion of the Burdened Real Property that has been requested for the easement is defined as Easement Real Property within this Easement Agreement and is described on ***Exhibit C***.

1.4 Purpose of Agreement. The purposes of this Easement Agreement are (i) to more fully describe the Easement, and (ii) to establish the relative rights and obligations of the parties regarding the Easement under this Easement Agreement.

2. Easement.

2.1 Grant. Grantor hereby **GRANTS AND CONVEYS** to Grantee a 20 ft. wide non-exclusive perpetual access easement over, on, across, and through the Burdened Real Property for ingress, egress, and utilities to the Grantee Real Property, located within the Easement Real Property ("Easement").

2.2 Purposes of Easement. The Easement is granted solely for utilities, ingress, and egress, for pedestrian travel and vehicle travel, by Grantee, and their respective representatives, invitees, and agents.

2.3 Covenants and Agreements of Grantor. Grantor, on behalf of Grantor and its heirs, successors, assigns, purchasers, or transferees of any kind, covenants and agrees with Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferees of any kind, as follows:

2.3.1 That the provisions of this Easement Agreement shall run with and bind the Burdened Real Property.

2.3.2 That the provisions of this Easement Agreement shall inure to the benefit of and be enforceable (at law or in equity) by any owner of all or part of the Grantee Real Property.

2.4 Covenants and Agreements Grantee. Grantee, on behalf of Grantee and her heirs, successors, assigns, purchasers, or transferees of any kind, covenants and agrees with Grantor and Grantor's heirs, successors, assigns, purchasers, or transferees of any kind, as follows:

2.4.1 Maintenance, Repair, and Improvements. Grantee and Grantor, shall be solely responsible for maintaining and repairing all roads located on the Easement Real Property in good and sufficient condition in order to allow safe and reasonable access. If the Grantor or Grantee are the reason for that a repair is necessary, the party responsible for damage is the party responsible to repair the Easement Real Property. Grantor and Grantee shall be obligated to share in the cost of improvements to the Easement Real Property, if the improvement is approved by a majority of Grantor and Grantee lot owners, based on the lots that exist on the Burdened Real Property and Benefitted Real Property at the time that that improvement is to be completed.

3. Notices. All notices, demands and requests required or desired to be given under this Easement Agreement must be in writing and shall be deemed to have been given as of the date such writing as follows:

3.1. (Service by delivery) Such notice or other item may be served by delivering it personally to the party to be served and shall be complete when such notice is delivered.

3.2. (Service by mail) Such notice or other item may be served by mailing it by United States certified or registered mail, return receipt requested, with postage prepaid thereon to the party to be served at the address set forth under the signature of that party and shall be complete the first day which is not a Saturday or a Sunday or a legal holiday after the day such notice or other item is mailed if it is mailed at any United States Post Office located within Canyon or Owyhee Counties, Idaho; provided that if such notice or other item is mailed at any other United States Post Office then service by mail shall be complete when such notice or other item is actually received by the party served.

Grantee: _____
_____
_____

Grantor: _____
_____
_____

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

4. **Remedies.** In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

5. **General Provisions.**

5.1 Attorney Fees and Costs. If a suit, action, or other proceeding arising out of or related to this Easement Agreement is instituted by any party to this Easement Agreement, the prevailing party ,as determined by a court of competent jurisdiction, shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding. For the purpose of this section, "attorney fees" shall mean and include (i) attorney fees and (ii) paralegal fees. This section shall survive and remain enforceable notwithstanding any rescission of this Easement Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Easement Agreement is void, illegal, or against public policy.

5.2 Counterparts. This Easement Agreement may be executed in counterparts, each part being considered an original document, all parts being but one document.

5.3 Governing Law, Jurisdiction, and Venue. This Easement Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that the county in which the Benefitted Real Property is located is the proper venue.

5.4 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Easement Agreement.

5.5 Rights Cumulative. Except as expressly provided in this Easement Agreement, and to the extent permitted by law, any remedies described in this Easement Agreement are cumulative and not alternative to any other remedies available at law or in equity.

5.6 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Easement Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

5.7 Successors and Assigns. Subject to any express provisions in this Easement Agreement regarding restrictions on transfers or assignments, this Easement Agreement shall be

binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind. This Easement Agreement shall be recorded in the official records of Canyon County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

5.8 Entire Agreement. All Schedules and Exhibits to this Easement Agreement constitute a part of this Easement Agreement. This Easement Agreement, together with the accompanying Schedules and Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

6. Signatures.

GRANTOR:

Dated:_____

_____

By:

GRANTEE:

Dated:_____

_____

By:

EXHIBIT A

(Burdened Real Property)

DRAFT

EXHIBIT B

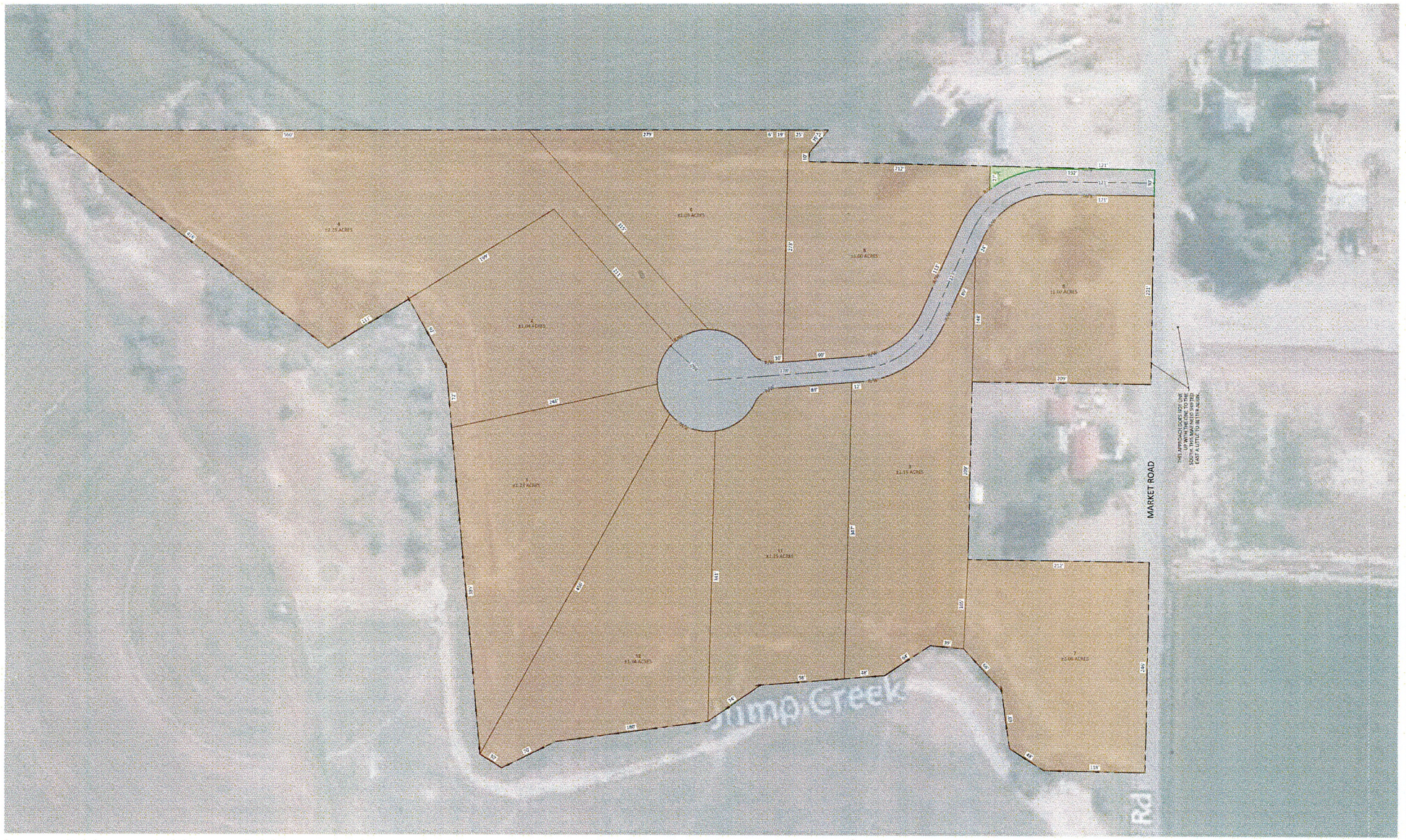
(Benefitted Real Property

SAMPLE

EXHIBIT C

(Easement Real Property)

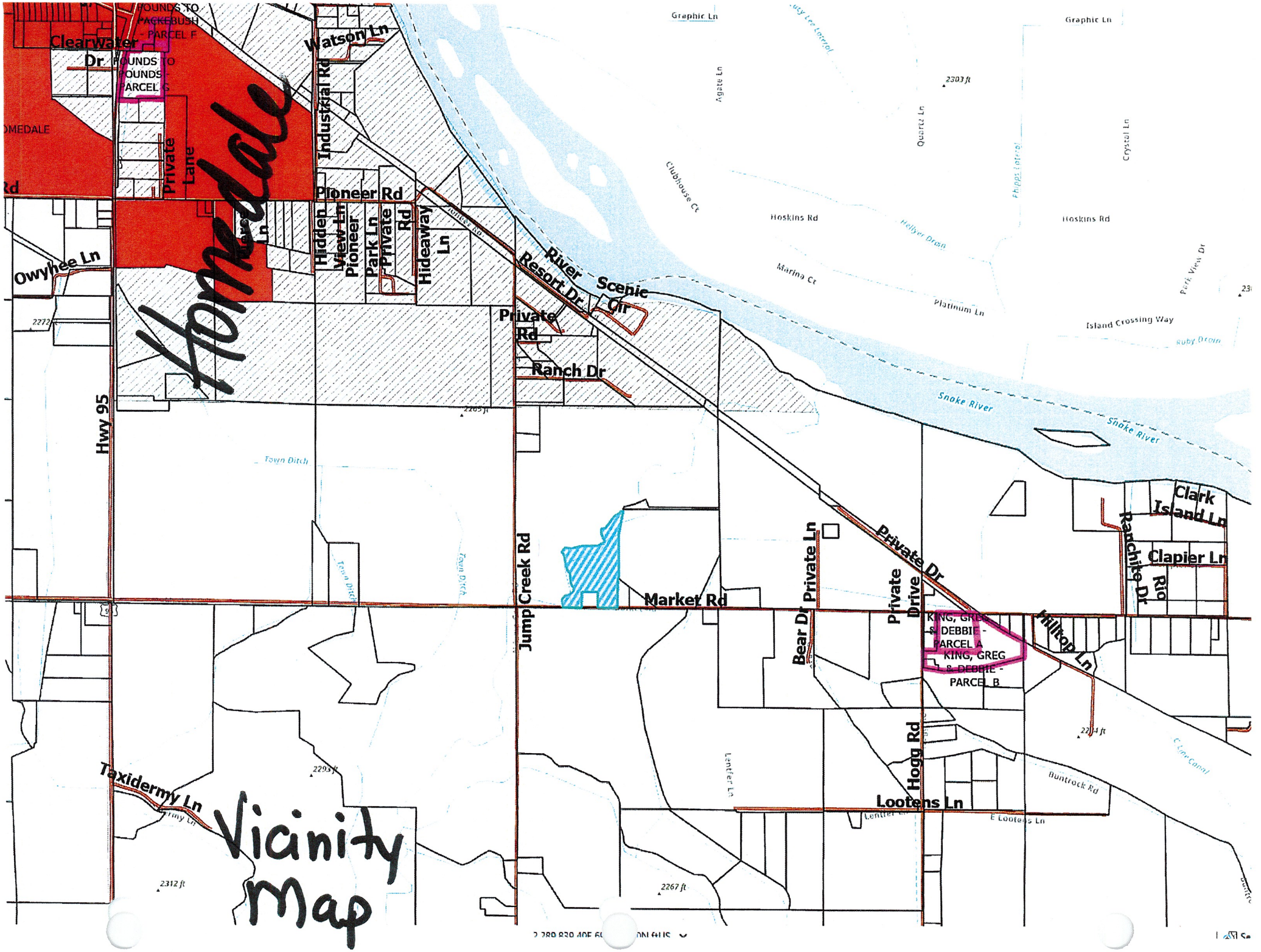
DRAFT

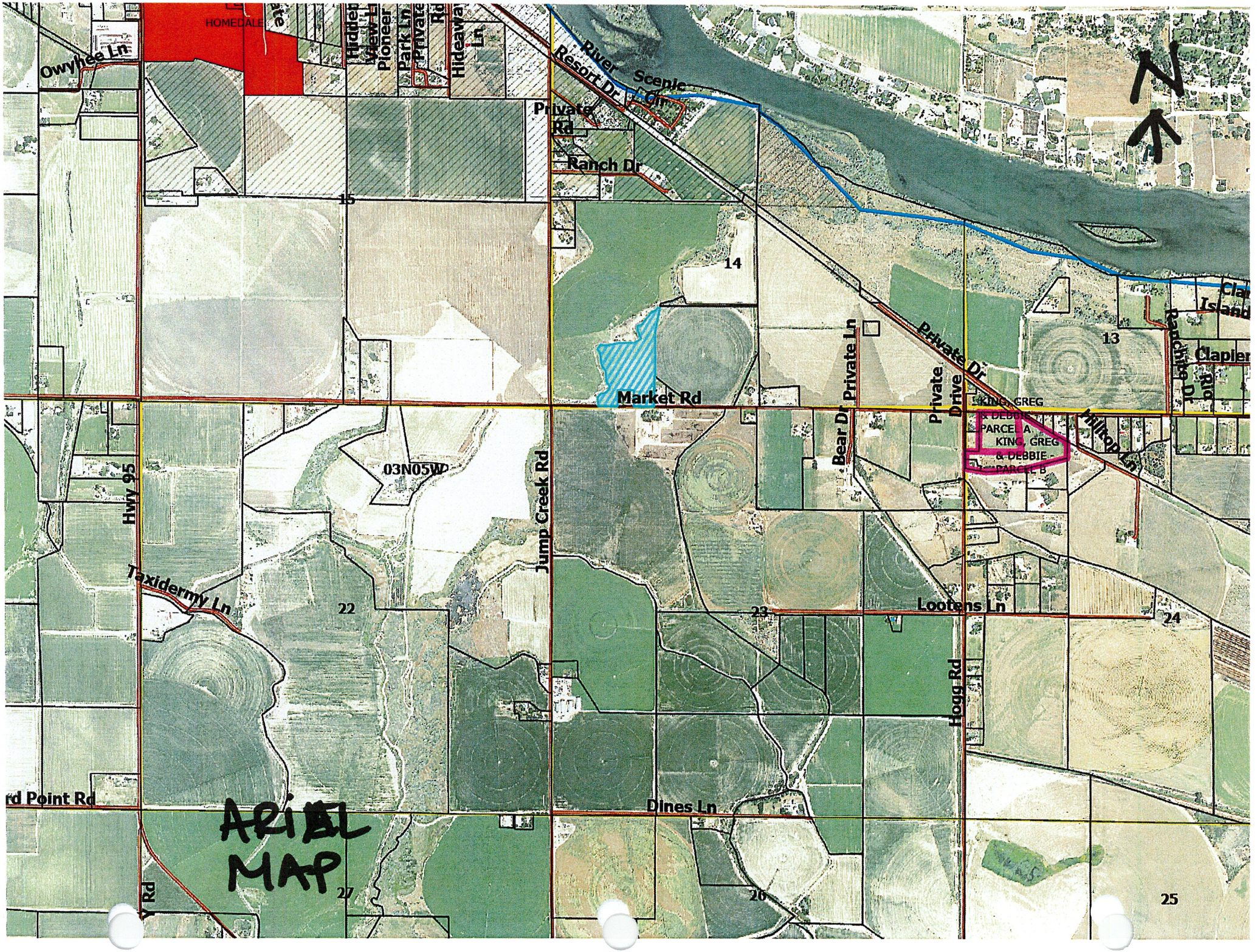


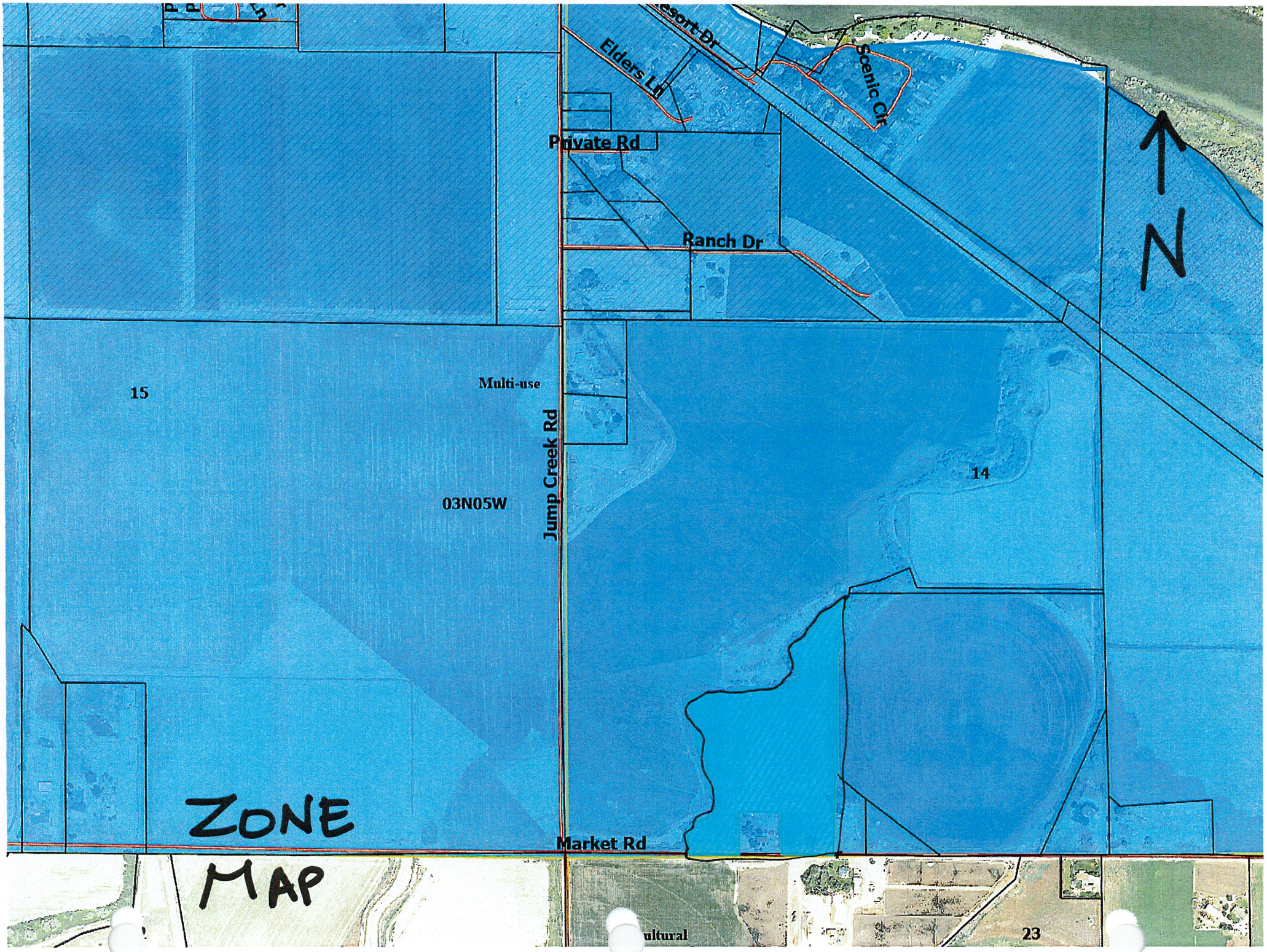
JUMP CREEK SUBDIVISION

LAYOUT 1 - 10 LOTS 1AC MINIMUM

UPLAND ENGINEERS


Hornedale
Vicinity Map
Clearwater Dr
Private Lane
Industrial Rd
Watson Ln
Pioneer Rd
Hidden View Ln
Pioneer Park Ln
Private Rd
Hideaway Ln
Owyhee Ln
River Resort Dr
Scenic Cir
Private Rd
Ranch Dr
Hwy 95
Graphic Ln
Agate Ln
Quartz Ln
Crystal Ln
Clubhouse Ct
Hoskins Rd
Hollyer Drain
Marina Ct
Platinum Ln
Island Crossing Way
Ruby Drain
Park View Dr
Snake River
Town Ditch
Jump Creek Rd
Market Rd
Private Ln
Private Dr
Private Drive
Bear Dr
Clark Island Ln
Ranchite Dr
Clapier Ln
Rio
Hilltop Ln
KING, GREG & DEBBIE - PARCEL A
KING, GREG & DEBBIE - PARCEL B
Hogg Rd
Lootens Ln
E Lootens Ln
Buntrock Rd
Lenfer Ln
Taxidermy Ln
2303 ft
2272 ft
2269 ft
2293 ft
2312 ft
2267 ft
2294 ft


HOMEDALE
Owyhee Ln
Hidden View Ln
Pioneer Rd
Park Ln
Private Rd
Hideaway Ln
River Scenic Dr
Resort Dr
Private Rd
Ranch Dr
15
14
13
Market Rd
Private Ln
Private Drive
Private Dr
Bear Dr
KING, GREG & DEBBIE - PARCEL A
KING, GREG & DEBBIE - PARCEL B
Hillcrest Ln
Island
Clapier
Rd
Hwy 95
03N05W
Jump Creek Rd
Taxidermy Ln
22
23
Lootens Ln
24
Hogg Rd
rd Point Rd
Dines Ln
ARIAL MAP
27
26
25


Elders Ln
Resort Dr
Scenic Cir
Private Rd
Ranch Dr
N
15
Multi-use
03N05W
Jump Creek Rd
14
ZONE
MAP
Market Rd
ultural
23

Valuation Summary Sheet

OWYHEE County

8/18/2026 2:37:14 PM

Parcel Number: RP03N05W144840 **Property Address:**

Effective Date: 12/31/2025 **Tax Code Area:** 3-0000

Expiration Date: **Legal Description:** TAX 34 14 3N 5W

Legal Party Name	Address	City St Zip	
SIDDOWAY, MONTY CLARK & SHELLY RAE H/W	3993 MARKET RD	HOMEDALE, ID 83628	Primary Owner

Cat ID	Ext	Rv Year	Unit	Quantity	Value	HO Mkt	HO Exemp	PTR	Other
01	L00	2024	AC	13.053	$12,988	$0	$0	$0	$0
		Totals:		13.053	$12,988	$0	$0	$0	$0

Deed Date	Deed Reference
7/12/1985	185796
6/25/1990	202663
7/12/2006	257254
3/2/2012	276903
3/2/2012	276902
7/17/2018	296677
9/22/2021	309539
9/22/2021	309540
6/30/2025	320652

Zone Code:

Parcel Type:

Location Code: 2000

Comments:

MERGED RP03N05W147009 & RP03N05W144801

PIN changed from #RP to #RP03N05W147009

RP03N05W144800 113.935 ACRES SPLIT INTO RP03N05W144801 112.8854 ACRES AND RP03N05W144820 1.0496 ACRES. RM 10/21/2021

RP03N05W147006 34.932 ACRES SPLIT INTO RP03N05W147008 34.6430 ACRES AND RP03N05W147009 .2893 ACRES. RM 10/21/2021

SPLIT FROM #> RP03N05W141450A

SPLIT FROM #> RP03N05W147000I

Split from #RP03N05W144800

Split from #RP03N05W144802

Split from #RP03N05W147005

Split from #RP03N05W147006

Valuation Summary Sheet

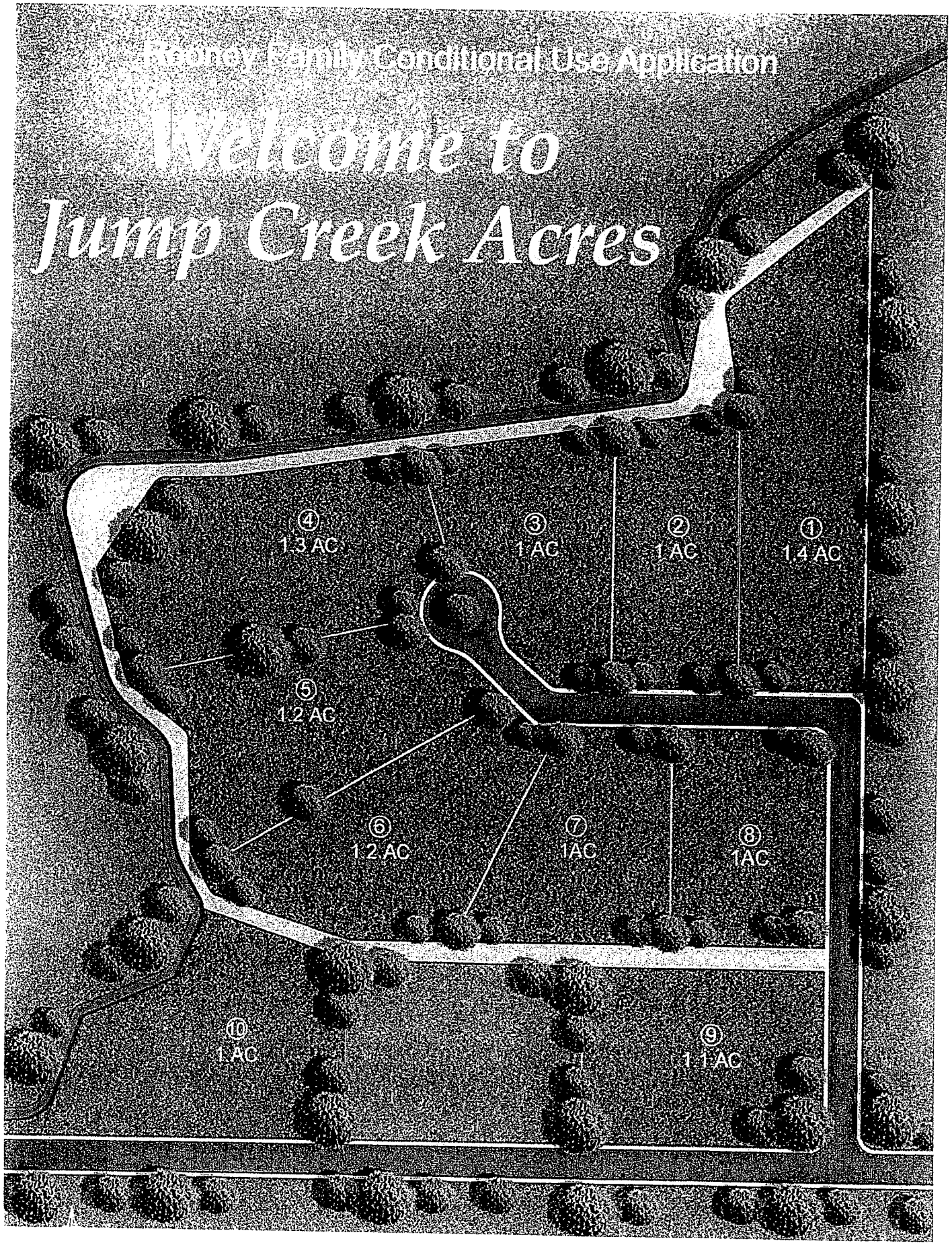
OWYHEE County

8/18/2026 2:37:14 PM

SPLIT RP03N05W147005 INTO RP03N05W147006 34.9323 ACRES &
RP03N05W147007 2.7847 ACRES 07/15/2021 CG

Property Family Conditional Use Application

Welcome to Jump Creek Acres



SOUTHWEST DISTRICT HEALTH

Environmental & Community Health Services
EnvironmentalSupport@swdh.id.gov • (208) 455-5400

Pre-Development Meeting

Name of Development: Jump Creek Subdivision

Applicant: Mary Baker w/Ridge Construction

P.E./P.G.: _____

Others In Attendance: _____

_____

of Lots: 10 Wastewater Flow: N/A Acreage Proposed: 12.0

Location of Development: TBD Market Rd, Marsing, ID 83639

Parcel # : RP03N05W144800

Project in Area of Concern: Not in a designated NP area Groundwater/Rock <10': GW

Level 1 NP Study Required: ○ Yes ⊙ No

LSAS/CSS Proposed: N/A

Proposed Drinking Water: ⊙ Individual ○ City ○ Community ○ Public Water Supply

Information Distributed: ⊙ SER ○ NP Guidance ○ Non-Domestic WW ap

Description of Projects:

The purpose of the meeting with Southwest District Health (SWDH) was to review the completed groundwater monitoring data and to receive guidance on the steps necessary to lift sanitary restrictions on the subdivision. Groundwater monitoring has been completed and approved by SWDH. Based on the documented soil conditions and groundwater levels, SWDH has determined that subsurface sewage disposal systems are suitable for development on each lot. Each lot is proposed to be served by an individual septic system and private well. The proposed development is not located within a designated high nitrate priority area; therefore, a Nutrient Pathogen (N-P) Study is not required. At this time, the applicant may proceed with submitting a Subdivision Engineering Report (SER) for review and approval.

Anthony Lee

EHS #035

Date: 12/01/2025

1. Categories of Complex Septic Systems

A. Proprietary Wastewater Treatment Systems

- **AES Presby system**
- **GSF Eljen system**
- **Oscar II system**

These proprietary systems fall under the umbrella of "proprietary wastewater treatment systems" in Idaho's regulations

B. Sand Mound Systems

- Classified as a **complex alternative system**, requiring specialized design, permitting, and installation

---

2. General Requirements Across All Systems

Integrated Compliance Framework:

All systems must satisfy the combined requirements of:

- Their **manufacturer's installation and operation & maintenance manuals.**
- The **Technical Guidance Manual (TGM)** (as referenced and adopted into rule—IDAPA 58.01.03.009)
- **IDAPA 58.01.03**, specifically:
    - **Section 006:** Installer and service provider requirements
    - **Section 009:** Plan submittal, design approvals, performance, O&M, and reporting for proprietary systems
    - **Sand mound** guidelines fall under complex systems in **Section 006**

Installer & Service Certification:

- Must be installed by a **complex alternative system installer** (permit required).
- O&M must be performed by a **certified service provider**

Plan Submission:

Submissions must include:

- Construction drawings, materials list, capacities, structural calculations.
- Manufacturer's installation and O&M instructions.
- Performance standards and QA/monitoring plans.
- Evidence of previous approvals and any issues

Ongoing Requirements:

- **Annual O&M and monitoring**, including effluent sampling when applicable.
- **Annual reports** must be submitted (e.g., by July 31 for ETPS, as an example)
- Requirements transfer with property ownership

---

3. System-by-System Breakdown

System Type	Key Requirements Summary
AES Presby, GSF Eljen, Oscar II (Proprietary Systems)	- Must include manufacturer's installation & O&M manuals in permit submittal. - Design approval required by Director via TGC recommendation. - Installer must be certified complex alternative system installer; O&M by certified provider. - Annual O&M, monitoring, and reporting as specified by TGM and permit. - Plan submittal must address performance, sampling ports (if reduced vertical separation), QA plan
Sand Mound Systems	- Treated as complex alternative system: Installer's permit required; service provider certification for O&M. - Design must incorporate TGM guidance and manufacturer's manual (if applicable). - Plan must include installation instructions, O&M, monitoring, and must comply with Section 009 submission rules

System Type	Key Requirements Summary
All Proprietary / Alternative Complex Systems	- Plans must comply with Section 009: include manuals, QA, performance data, checklist, etc. - Installer permit & bonding required (bond: $15,000) - O&M/reporting responsibilities clearly defined; ongoing compliance required across ownership changes.

Summary Notes

- **AES Presby, GSF Eljen, and Oscar II** are treated as "proprietary wastewater treatment systems."
- **Sand mound systems** are designated as "complex alternative systems."
- All require:
    - Approval via detailed **plan submission** conforming to Section 009.
    - Installation by **certified complex installer.**
    - Operation & maintenance by **certified service provider.**
    - Inclusion of **manufacturer's manuals, O&M plans**, and **monitoring/reporting frameworks.**
    - Regulatory oversight through TGM standards and IDAPA rules for design, performance, and compliance tracking.


Jump Creek Acres Subdivision
*GW monitoring pipes installed and is required through irrigation season.
*GW observed in all test holes.
*200 to 300 feet radius to creek.
*Types of systems not determined.
*Lot numbers & subdivision name may not be accurate at this point.
Legend
200 to 300 feet radius, respectively
Test Hole
Jump Creek
Concerned Test Holes
TH 4/Lot 3
TH 5/Lot 2
TH 6/Lot 1
TH 3/Lot 4
TH 2/Lot 5
TH 1/Lot 6
TH 9/Lot 10
TH 8/Lot 7
TH 7/Lots 8&9
Jump Creek
E Market Rd
W Market Rd
E Market Rd
Google Earth
Image © 2025 Airbus
N
200 ft

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

_____
_____
_____
_____

(Space Above For Recorder's Use)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is entered onto this _____ day of _____, 2026, _____ ("Declarant") who are the owners of the real property located in Owyhee County Idaho, and more legally described in attached Exhibit A ("Property").

RECITALS

A. WHEREAS, Declarant shall cause the Property to be conveyed subject to certain conditions and restrictions as hereinafter set forth in this Declaration.

DECLARATION

NOW THEREFORE, Declarant hereby declares that all of the Property described in Exhibit A shall be held, sold, used, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens recorded concurrently herewith. These certain conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof. The acceptance of any deed to or conveyance of any lot, part or portion of the Property by the grantees named therein or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Declarant and with one another to accept, hold, improve, use and convey the property described and conveyed in such deed or conveyance subject to this Declaration.

AGREEMENT

1. Restrictive Covenants. From and after the date hereof:

(a) No owner, occupant or tenant of the Property may construct upon the Property or move onto the Property, either permanently or temporarily, a structure such as a trailer, mobile home, manufactured home, or pre-manufactured home. All structures are to be stick built on the Property. The storage of a camper trailer shall be allowed if it is not being occupied as a home.

(b) Any residence built on the Property shall have a minimum living space of 1,500 sq. ft.; not including the garage.

(c) All vehicles exposed to public view must be in operable condition and hold a valid and current vehicle registration.

2. Remedies. Upon a breach of the terms and conditions of this Declaration, any owner of the Property described in Exhibit A shall have the right to enforce the terms and conditions of this Declaration and shall have the right to seek and obtain temporary and/or permanent injunctive relief against the then current owner, occupant or tenant of the portion of the Property upon which the violation has occurred or is threatened to occur. All of the remedies permitted or available to the owner of a parcel and not alternative to any other remedies available at law or in equity, and an invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. At the time of signing of this Declaration, Declarant owns the property described in Exhibit A.

3. Covenant Running With Land; Binding on Successors and Assigns. This Declaration and the restrictions contained herein shall burden the Property and be appurtenant to the Property. The restrictions and provisions herein shall run with the Property and shall be binding upon the successors in title to the Property.

4. Severability. If any clause, sentence, or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect and the court shall construe this Declaration as much as possible to give rise to the intent to the language hereof.

5. Attorneys' Fees. In the event of any action at law or in equity to enforce any of the provisions and/or rights under this Declaration, the prevailing party in such action shall be awarded reasonable attorneys' fees and court costs incurred therein.

6. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Idaho.

7. Signatures.

DECLARANT:

Dated:_____ _____

, Property Owner

Dated:_____ _____

, Property Owner

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2026, before me _____, personally appeared_____, 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.

_____
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2026, before me _____, personally appeared_____, 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.

_____
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

EXHIBIT A

(Property to be Bound/Burdened)

