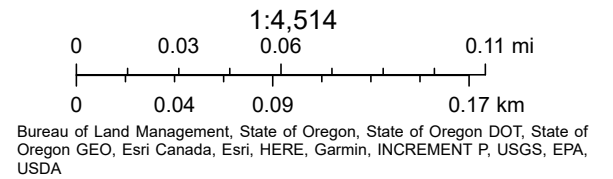


# Canyon County, ID Web Map



12/19/2023, 2:14:50 PM

- |                                      |                     |                          |                                    |
|--------------------------------------|---------------------|--------------------------|------------------------------------|
| Multiple Parcel Search _Query result | Current Impact Area | <b>CanyonCountyRoads</b> | <b>ITDFunctionalClassification</b> |
| Hydro_NHDFlowline                    | City Limits         | Hwy                      | Minor Arterial                     |
| Hydro_NHDFlowline                    | Sections            | Roads                    | Other Principal Arterials          |
| County Boundary                      |                     |                          | <b>Imagery_2022</b>                |
|                                      |                     |                          | Red: Band_1                        |





# CONDITIONAL USE PERMIT

## PUBLIC HEARING - CHECKLIST

**CONDITIONAL USE PERMIT - CCZO Section 07-07-05**

**THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS APPLICATION TO BE DEEMED COMPLETE (PLEASE CHECK OFF THE ITEMS REQUIRED):**

| Description   | Applicant | Staff          |
|---|-----------|----------------|
| Master Application completed and signed                           | MTS       |                |
| Letter of Intent (see standards on next page)                     | MTS       |                |
| Site Plan (see standards on next page)                            | MTS       |                |
| Land Use Worksheet  | MTS       |                |
| Neighborhood Meeting sheet/letter completed and signed            | MTS       |                |
| Proof of application/communication with (varies per application): | MTS       |                |
| Southwest District Health   | N/A       |                |
| Irrigation District   | MTS       |                |
| Fire District   | MTS       |                |
| Highway District/ Idaho Transportation Dept.                      | MTS       |                |
| Area of City Impact   | N/A       |                |
| Deed or evidence of property interest to the subject property     | MTS       |                |
| <b>Fee: \$950.00</b><br><b>\$600.00 (CUP Modification)</b>        | MTS       | Type text here |
| <b>**Fees are non-refundable**</b>                                |           |                |

**An application that requires additional Use Standards per Chapter 7, Article 14 of the Canyon County Code:**

- Contractor Shop
- Mineral Extraction (Long Term)
- Wind Farm
- Staging Area
- Manufacturing or processing of hazardous chemicals or gases
- Ministorage Facility

*\*If applicable, review the Additional Use Standards Below, if not applicable, please disregard them.*

**\*DISCLAIMER: The subject property shall be in compliance with the public nuisance ordinance, the building code and the zoning code before the Director can accept the application.**

## STANDARDS

| <b>SITE/OPERATION PLAN – CCZO Section 07-02-03</b>   |
|--|
| <p>A scaled drawing showing:</p> <ul style="list-style-type: none"> <li>- The parcel and all existing and proposed uses and structures and roads all with dimensions, distances, and private and public road names.</li> <li>- Includes lot lines, lot area, parking spaces, private roadways, walkways, topographic features, reserved open space, buildings and other structures, major landscape features, and the location of proposed utility easements.</li> </ul> |
| <p>A plan of action to include:</p> <ul style="list-style-type: none"> <li>- Time requirements, the commencement of the operation, hours of operation, noise levels, dust levels, air and water quality, raw material delivery, finished product and marketing, site improvements, public and private facilities, public amenities, and infrastructure.</li> </ul>   |

| <b>LETTER OF INTENT – CCZO Section 07-07-05</b>   |
|---|
| State the nature of the request. Include, a description of business operations, such as a number of employees, hours of operation, delivery and shipping. |
| Consistency with the Comprehensive Plan (CCZO Section 07-07-05(3))  |
| Address potential impacts to property in the immediate vicinity and character of the area (CCZO Section 07-07-05(4))                                      |
| Demonstrate how facility and utilities such as water, sewer, irrigation, drainage and stormwater drainage, will be provided.                              |
| Demonstrate legal access  |
| Address potential impacts to existing or future traffic patterns.   |
| Address potential impacts to essential services such as schools, irrigation facilities and emergency services.  |
| If the use will create impacts, provide measures to mitigate impacts.   |

| <b>CONTRACTOR SHOP (07-14-09) - REQUIRED</b>   | <b>Applicant</b> | <b>Staff</b> |
|--|------------------|--------------|
| Demonstrate how the use will be contained within a building or behind a sight-obscuring fence. | N/A              |              |

| <b>MINERAL EXTRACTION (07-14-19) - REQUIRED</b>           | <b>Applicant</b> | <b>Staff</b> |
|---|------------------|--------------|
| Show how the 30' setbacks on all sides will be met.       | N/A              |              |
| Name of operator/extractor                                |                  |              |
| Duration of proposed use: Commencement & Completion dates |                  |              |
| Provide an approved reclamation from Idaho Dept. Of Lands |                  |              |
| Location of proposed pits and accessory uses              |                  |              |

| <b>WIND FARM (07-14-33) - REQUIRED</b>   | <b>Applicant</b> | <b>Staff</b> |
|--|------------------|--------------|
| Need to include on the site plan: lot size, configuration, proximity to structures, topography, viewsheds. | N/A              |              |

| <b>MINISTORAGE FACILITY (07-14-29) - REQUIRED</b>   | <b>Applicant</b> | <b>Staff</b> |
|---|------------------|--------------|
| Demonstrate how materials will not be sold or delivered to customers directly from the storage compartment. | N/A              |              |

| <b>MANUFACTURING/PROCESSING OF HAZARDOUS CHEMICALS/GASES (07-14-15) - REQUIRED</b>   | <b>Applicant</b> | <b>Staff</b> |
|--|------------------|--------------|
| Show 300' setbacks from any property line  | N/A              |              |
| Show 1,000 setback from any residential district   |                  |              |
| Demonstrate how chemicals/gases will be stored within an enclosed structure.   |                  |              |
| Demonstrate how the use will be gated and fenced with 8' high security fencing.  |                  |              |
| Provide documentation from the local fire district approving the location and plan.  |                  |              |
| Include maps and engineering drawings showing proposed drainage, proposed sewer system design, the depth of the water table, soil composition, all existing surface water, and all existing uses within one-fourth (1/4) mile of the property. The applicant shall also furnish evidence that the dangerous characteristics of the particular process or activity in question have been, or shall be, eliminated or minimized sufficiently so as not to create a public nuisance or be detrimental to the public health, safety, or welfare. |                  |              |
| The facility must register and maintain current hazardous waste generation notification as required by Environmental Protection Agency and/or Idaho Department of Environmental Quality and provide such proof of registration   |                  |              |

| <b>STAGING AREA (07-14-15) - REQUIRED</b>   | <b>Applicant</b> | <b>Staff</b> |
|---|------------------|--------------|
| Demonstrate how all work will be conducted off-site, business vehicles will remain operable and parked on-site, and employees/persons on the premises for parking and business vehicle pickup all maintained on-site. |                  |              |





## CONDITIONAL USE PERMIT PUBLIC HEARING - MASTER APPLICATION

|  |  |                      |
|--|--|----------------------|
| <b>PROPERTY OWNER</b>  | OWNER NAME:<br>Trevor and Samantha Wallace             |                      |
|  | MAILING ADDRESS:<br>16261 Karcher Rd., Caldwell, 83607 |                      |
|  | PHONE:<br>[REDACTED]                                   | EMAIL:<br>[REDACTED] |
| <p style="text-align: center;"><b>I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.</b></p> <p>Signature: <u>Trevor Wallace</u> Date: <u>12/19/2023</u></p> |  |                      |

|  |   |                                       |
|--|---|---------------------------------------|
| <b>APPLICANT:<br/>IF DIFFERING FROM THE PROPERTY OWNER</b> | APPLICANT NAME:<br>Matthew Schutjer                                 |                                       |
|  | COMPANY NAME:<br>Rage Development                                   |                                       |
|  | MAILING ADDRESS:<br>1125 E. Browning Ave., Salt Lake City, UT 84105 |                                       |
|  | PHONE:<br>801-809-7806  | EMAIL:<br>matthew@ragedevelopment.com |

|                  |   |                                  |
|------------------|---|----------------------------------|
| <b>SITE INFO</b> | STREET ADDRESS:<br>16261 Karcher Rd., Caldwell, 83607                                     |                                  |
|                  | PARCEL NUMBER:<br>R32916000 0   |                                  |
|                  | PARCEL SIZE:<br>1.61  |                                  |
|                  | REQUESTED USE:<br>New construction of a wireless telecommunications facility (cell tower) |                                  |
|                  | FLOOD ZONE (YES/NO)<br>No   | ZONING DISTRICT:<br>Agricultural |

**FOR DSD STAFF COMPLETION ONLY:**

|              |                                |
|--------------|--------------------------------|
| CASE NUMBER  | DATE RECEIVED:                 |
| RECEIVED BY: | APPLICATION FEE: CK MO CC CASH |

# LAND USE WORKSHEET

**PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:**

## GENERAL INFORMATION

- 1. DOMESTIC WATER:**    Individual Domestic Well    Centralized Public Water System    City  
 N/A – Explain why this is not applicable: Unmanned wireless telecommunications facility  
 How many Individual Domestic Wells are proposed? \_\_\_\_\_

- 2. SEWER (Wastewater)**    Individual Septic    Centralized Sewer system  
 N/A – Explain why this is not applicable: Unmanned wireless telecommunications facility

- 3. IRRIGATION WATER PROVIDED VIA:**  
 Surface    Irrigation Well    None

- 4. IF IRRIGATED, PROPOSED IRRIGATION:**  
 Pressurized    Gravity

- 5. ACCESS:**  
 Frontage    Easement   Easement width 15'   Inst. # \_\_\_\_\_

- 6. INTERNAL ROADS:**  
 Public    Private   Road User's Maintenance Agreement Inst # \_\_\_\_\_

- 7. FENCING**    Fencing will be provided (Please show location on site plan)  
Type: Chainlink   Height: 6'

- 8. STORMWATER:**    Retained on site    Swales    Ponds    Borrow Ditches  
 Other: \_\_\_\_\_

- 9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY:** (i.e. creeks, ditches, canals, lake)  
N/A

**RESIDENTIAL USES**

**1. NUMBER OF LOTS REQUESTED:**

- Residential \_\_\_\_\_  Commercial 50'x50' lease  Industrial \_\_\_\_\_  
 Common \_\_\_\_\_  Non-Buildable \_\_\_\_\_

**2. FIRE SUPPRESSION:**

- Water supply source: \_\_\_\_\_

**3. INCLUDED IN YOUR PROPOSED PLAN?**

- Sidewalks  Curbs  Gutters  Street Lights  None

**NON-RESIDENTIAL USES**

**1. SPECIFIC USE:** Unmanned wireless telecommunications facility

**2. DAYS AND HOURS OF OPERATION:**

- Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday \_\_\_\_\_ to \_\_\_\_\_  
 Saturday \_\_\_\_\_ to \_\_\_\_\_  
 Sunday \_\_\_\_\_ to \_\_\_\_\_

**3. WILL YOU HAVE EMPLOYEES?**  Yes If so, how many? \_\_\_\_\_  No

**4. WILL YOU HAVE A SIGN?**  Yes  No  Lighted  Non-Lighted

Height: \_\_\_\_\_ ft Width: \_\_\_\_\_ ft. Height above ground: \_\_\_\_\_ ft

What type of sign: \_\_\_\_\_ Wall \_\_\_\_\_ Freestanding \_\_\_\_\_ Other

**5. PARKING AND LOADING:**

How many parking spaces? one field tech parking

Is there is a loading or unloading area? \_\_\_\_\_

**ANIMAL CARE-RELATED USES**

**1. MAXIMUM NUMBER OF ANIMALS:** N/A

**2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION?**

Building     Kennel     Individual Housing     Other N/A

**3. HOW DO YOU PROPOSE TO MITIGATE NOISE?**

Building     Enclosure     Barrier/Berm     Bark Collars

**4. ANIMAL WASTE DISPOSAL**

Individual Domestic Septic System     Animal Waste Only Septic System

Other: N/A



# NEIGHBORHOOD MEETING INSTRUCTIONS

## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11<sup>th</sup> Avenue, #310, Caldwell, ID 83605

[zoninginfo@canyoncounty.id.gov](mailto:zoninginfo@canyoncounty.id.gov) Phone: 208-454-7458 Fax: 208-454-6633



## NEIGHBORHOOD MEETINGS

### CANYON COUNTY ZONING ORDINANCE §07-01-15

Before submitting an application for a public hearing, these steps must be completed:

- (1) Applicants shall conduct a neighborhood meeting for any proposed variance, conditional use, zoning ordinance map amendment, expansion, or extension of nonconforming uses requiring a public hearing.
- (2) It shall be the sole duty of the applicant to provide written notice to all property owners or purchasers of record owning property within six hundred (600) feet of the exterior boundary of the property subject to the application. Notice of a neighborhood meeting shall be in addition to, and not combined with, notices already required by this chapter, and shall include the date, time, location and purpose of the meeting.
- (3) The purpose of the neighborhood meeting shall be to review the proposed project and discuss neighborhood concerns, if any.
  - A. The meeting shall not be on a holiday, a holiday weekend, or the day before a holiday.
  - B. The meeting shall be held at one of the following locations:
    1. On the property subject to the application;
    2. At a nearby available public meeting place including, but not limited to, a fire station, library, school, or community center; or
    3. At a location with suitable meeting facilities if such facilities are within a one (1) mile radius of the nearest public meeting place.
- (4) The neighborhood meeting shall be conducted prior to acceptance of the application by Development Services. The neighborhood meeting shall not be conducted earlier than six (6) months prior to the acceptance of the application, and shall be held no sooner than ten (10) calendar days from the mailing of the notice of the neighborhood meeting.
- (5) Each application for a public hearing shall include a form acceptable to the director, which requires the applicant to provide the starting and ending times of the neighborhood meeting and an attendance list, with names and addresses of those who attended the neighborhood meeting. (Ord.10-006, 8-16-2010)

**Notice of Neighborhood Meeting**  
**Conditional Use Permit**  
**Pre-application requirement for a Public Hearing**

Date

Dear Neighbor,

We are in the process of submitting an application for a Conditional Use Permit (*or variance, zoning ordinance map amendment, expansion or extension of nonconforming uses, etc.*) to Canyon County Development Services (DSD). One of the requirements necessary prior to submitting the application is to hold a “neighborhood meeting” and provide information to our surrounding neighbors (Canyon County Zoning Ordinance § 07-01-15).

This meeting is for informational purposes and to receive feedback from you as we move through the application process. This is **not** a Public Hearing before a governing body of the County. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the scheduled date you will receive an official notification from Canyon County DSD regarding the Public Hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional Use Permit (or other case type) is applied.

The Neighborhood Meeting details are as follows:

**Date:**  
**Time:**  
**Location:**  
**Property description:**

The project is summarized below:

**Site Location:**  
**Proposed access:**  
**Total acreage:**  
**Proposed lots:**

We look forward to the neighborhood meeting and encourage you to attend. At that time we will answer any questions you may have.

Please do not call Canyon County Development Services regarding this meeting. This is a PRE-APPLICATION requirement and we have not submitted the application for consideration at this time. The County currently has no information on this project.

If you have any questions prior to the meeting, please contact me at (phone, email, written correspondence).

Sincerely,

# NEIGHBORHOOD MEETING SIGN-UP

## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11<sup>th</sup> Avenue, #310, Caldwell, ID 83605

[zoninginfo@canyoncounty.id.gov](mailto:zoninginfo@canyoncounty.id.gov) Phone: 208-454-7458 Fax: 208-454-6633



### NEIGHBORHOOD MEETING SIGN UP SHEET CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

#### SITE INFORMATION

|                             |                  |                 |
|-----------------------------|------------------|-----------------|
| Site Address:               | Parcel Number:   |                 |
| City:                       | State:           | ZIP Code:       |
| Notices Mailed Date:        | Number of Acres: | Current Zoning: |
| Description of the Request: |                  |                 |

#### APPLICANT / REPRESENTATIVE INFORMATION

|                  |        |           |
|------------------|--------|-----------|
| Contact Name:    |        |           |
| Company Name:    |        |           |
| Current address: |        |           |
| City:            | State: | ZIP Code: |
| Phone:           | Cell:  | Fax:      |
| Email:           |        |           |

#### MEETING INFORMATION

|                     |                   |          |
|---------------------|-------------------|----------|
| DATE OF MEETING:    | MEETING LOCATION: |          |
| MEETING START TIME: | MEETING END TIME: |          |
| ATTENDEES:          |                   |          |
| NAME (PLEASE PRINT) | SIGNATURE:        | ADDRESS: |
| 1.                  |                   |          |
| 2.                  |                   |          |
| 3.                  |                   |          |
| 4.                  |                   |          |
| 5.                  |                   |          |
| 6.                  |                   |          |
| 7.                  |                   |          |
| 8.                  |                   |          |
| 9.                  |                   |          |

|     |
|-----|
| 10. |
| 11. |

|     |
|-----|
| 12. |
| 13. |
| 14. |
| 15. |
| 16. |
| 17. |
| 18. |
| 19. |
| 20. |

**NEIGHBORHOOD MEETING CERTIFICATION:**

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

\_\_\_\_\_

APPLICANT/REPRESENTATIVE (Signature): \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_





## AGENCY ACKNOWLEDGMENT

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_

Parcel Number: \_\_\_\_\_

Site Address: \_\_\_\_\_

**SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.**

The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process. Record of communication with an agency regarding the project can be submitted instead of a signature. After the application is submitted, impacted agencies will be sent a hearing notification by DSD staff and will have the opportunity to submit comments.

**Southwest District Health:**

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Southwest District Health Representative  
(This signature does not guarantee project or permit approval)

**Fire District:**

District: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Fire District Representative  
(This signature does not guarantee project or permit approval)

**Highway District:**

District: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Highway District Representative  
(This signature does not guarantee project or permit approval)

**Irrigation District:**

District: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Irrigation Representative  
(This signature does not guarantee project or permit approval)

**Area of City Impact**

City: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized AOCI Representative  
(This signature does not guarantee project or permit approval)

| <b>AGENCY LOCATION AND CONTACT</b>     |  |                             |
|--|--|-----------------------------|
| <b>Southwest District Health</b>       |  |                             |
|  | <b>Address</b>                         | <b>Phone Number</b>         |
|  | 13307 Miami Lane, Caldwell             | (208) 455-5400              |
| <b>Highway Districts</b>               |  |                             |
| <b>Agency</b>                          | <b>Address</b>                         | <b>Phone Number</b>         |
| Canyon                                 | 15435 ID-44, Caldwell                  | (208) 454-8135              |
| Golden Gate                            | 500 Golden Gate Ave. E, Wilder         | (208) 482-6267              |
| Nampa                                  | 4507 12 <sup>th</sup> Ave Road, Nampa  | (208) 467-6576              |
| Notus-Parma                            | 106 S. 4 <sup>th</sup> Str., Parma     | (208) 722-5343              |
| <b>Idaho Transportation Department</b> |  |                             |
|  | <b>Address</b>                         | <b>Phone Number</b>         |
|  | 11331 W. Chinden Blvd., Boise          | (208) 334-8300              |
| <b>Fire Districts</b>                  |  |                             |
| <b>Agency</b>                          | <b>Address</b>                         | <b>Phone Number</b>         |
| Caldwell Rural                         | 310 S. Seventh Ave., Caldwell          | (208) 896-4511              |
| Homedale Rural                         | 120 S. Main St., Homedale              | (208) 337-3450              |
| Kuna Rural                             | 150 W. Boise St., Kuna                 | (208) 922-1144              |
| Marsing Rural                          | 303 Main St., Marsing                  | (208) 896-4796              |
| Melba Rural                            | 408 Carrie Rex, Melba                  | (208) 495-2351              |
| Middleton Rural                        | 302 E. Star Blvd., Middleton           | (208) 585-6650              |
| Nampa Rural                            | 820 Second Str. South, Nampa           | (208) 468-5770              |
| Parma Rural                            | 29200 HWY 95, Parma                    | (208) 722-6753              |
| Star Rural                             | 11665 State Str., Suite B, Star        | (208) 286-7772              |
| Upper Deer Flat Rural                  | 9500 Missouri Ave., Nampa              | (208) 466-3589              |
| Wilder Rural                           | 601 Patriot Way, Wilder                | (208) 482-7563              |
| <b>Irrigation Districts</b>            |  |                             |
| <b>Agency</b>                          | <b>Address</b>                         | <b>Phone Number</b>         |
| Famer Cooperative Ditch Co/Si          | PO Box 69, Parma                       | (208) 722-2010              |
| Farmers Union Ditch Co                 | PO Box 1474, Eagle                     | (208) 870-7919              |
| Black Canyon                           | 474 Elgin Ave., Notus                  | (208) 459-4141              |
| Boise-Kuna                             | 129 N. School Ave., Kuna               | (208) 922-5608              |
| Boise project Board of Control         | 2465 Overland Road, Boise              | (208) 344-1141              |
| Eureka                                 | 21766 Howe Road, Caldwell              | (208) 250-8000              |
| Franklin Ditch Co                      | 3401 W. Pine Ave., Meridian            | (208) 466-3819              |
| Middleton Mill Ditch Co                | PO Box 848, Middleton                  | (208) 585-3207              |
| Nampa-Meridian                         | 1503 1 <sup>st</sup> Str. South, Nampa | (208) 466-7861              |
| New York                               | 6616 W. Overland Road, Boise           | (208) 378-1023              |
| Pioneer                                | 3804 S. Lake Ave., Caldwell            | (208) 459-3617              |
| Pioneer-Dixie                          | 19724 Dixie River Road, Caldwell       | (208) 454-1559              |
| Riverside                              | PO Box 180, Greenleaf                  | (208) 722-2010              |
| Settlers                               | PO Box 7571, Boise                     | (208) 343-5271              |
| Siebenberg Cooperative Ditch Co        | PO Box 642, Parma                      | kchamberlain.fcdc@gmail.com |
| Wilder                                 | 709 Cleveland Blvd., Caldwell          | (208) 459-3421              |
| Mason Creek Ditch Co                   | 1905 Mason Rd., Caldwell               | johnmcavoy48@yahoo.com      |
| Poor Boy Ditch Co                      | PO Box 395, Greenleaf                  | (208) 407-7681 (F) 498-9690 |
| Canyon County Water Co./Flake Ditch    | PO Box 11/PO Box 6, Star               | (208) 455-1735              |
| <b>City Impact Area</b>                |  |                             |
| <b>Agency</b>                          | <b>Address</b>                         | <b>Phone Number</b>         |
| Caldwell                               | 621 Cleveland Blvd., Caldwell          | (208) 455-3000              |
| Nampa                                  | 500 12 <sup>th</sup> Ave. S., Nampa    | (208) 468-4430              |
| Middleton                              | 1103 W. Main St., Middleton            | (208) 585-3133              |
| Parma                                  | 305 N. 3 <sup>rd</sup> St., Parma      | (208) 722-5138              |
| Melba                                  | 401 Carrie Rex Ave., Melba             | (208) 495-2722              |
| Greenleaf                              | 20523 Whittier Dr., Greenleaf          | (208) 454-0552              |
| Notus                                  | 375 Notus Road, Notus                  | (208) 459-6212              |
| Homedale                               | 31 W. Wyoming Ave., Homedale           | (208) 337-4641              |
| Star                                   | 10769 W. State St., Star               | (208) 286-7247              |
| Wilder                                 | 107 4 <sup>th</sup> St., Wilder        | (208) 482-6204              |

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED

# **PUBLIC HEARING APPLICATION PROCESS**

## **CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT**

111 North 11<sup>th</sup> Avenue, #310, Caldwell, ID 83605  
[www.canyoncounty.id.gov](http://www.canyoncounty.id.gov) Phone: 208-454-7458



1.

- **DUE DILIGENCE BY APPLICANT (PARCEL INQUIRY OR PRE-APPLICATION MEETING)**

2.

- **NEIGHBORHOOD MEETING (HOSTED BY APPLICANT) PER CCZO SECTON 07-01-15**

3.

- **SUBMIT APPLICATION, SUBMITTAL MATERIALS & FEES TO DEVELOPMENT SERVICES**
  - Incomplete submittals will not be accepted

4.

- **STAFF REVIEW OF APPLICATION**
  - **APPLICATION WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE**

5.

- **SCHEDULE FOR PUBLIC HEARING (41-Day PROCESS)**
  - **SUPPLEMENTAL CASE INFORMATION WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE**
  - **DAY 1-5:** Hearing notices sent with comment deadline to affected agencies and proeprty owners
  - **DAY 19:** Comment deadline ends. Comments receieved late will not be accepted. Late comments may be provided during the public hearing as testimony if accepted by the hearing body.
  - **DAY 20-30:** Staff Report Packet preparation
  - **DAY 31:** Staff Report Packet sent to hearing body
  - **STAFF REPORT WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE**
  - **Day 41:** Public Hearing

6.

- **PUBLIC HEARING**
  - Planning & Zoning Commission hearing (1st and 3rd Thursday evenings);
  - Hearing Examiner hearing (3rd Wednesday afternoon); or
  - Board of County Commissioners hearing (Day-time)
  - **HEARING DECISIONS WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE**

7.

- **IF 2nd HEARING Required, SEE ITEM 5 & 6 SCHEDULING FOR HEARING AND PUBLIC HEARING**
  - Substantial changes to an application between hearings may be considered a new application and may be required to restart the process

8.

- **CLOSED/REQUEST FOR RECONSIDERATION (IDAHO CODE SECTION 67-6535(b))**
  - **FINAL DECISIONS WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE**

# NEIGHBORHOOD MEETING SIGN-UP

## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11<sup>th</sup> Avenue, #310, Caldwell, ID 83605

[zoninginfo@canyoncounty.id.gov](mailto:zoninginfo@canyoncounty.id.gov) Phone: 208-454-7458 Fax: 208-454-6633



### NEIGHBORHOOD MEETING SIGN UP SHEET CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

#### SITE INFORMATION

|  |                           |                              |
|--|---------------------------|------------------------------|
| Site Address: 16261 Karcher Rd.  | Parcel Number: R329160000 |                              |
| City: Caldwell   | State: ID                 | ZIP Code: 83607              |
| Notices Mailed Date: 12/1/2023   | Number of Acres: 1.61     | Current Zoning: Agricultural |
| Description of the Request:<br>New construction of a wireless telecommunications facility (cell tower) |                           |                              |

#### APPLICANT / REPRESENTATIVE INFORMATION

|  |           |                 |
|--|-----------|-----------------|
| Contact Name: Matthew Schutjer         |           |                 |
| Company Name: Rage Development         |           |                 |
| Current address: 1125 E. Browning Ave. |           |                 |
| City: Salt Lake City                   | State: UT | ZIP Code: 84105 |
| Phone: 801-809-7806                    | Cell:     | Fax:            |
| Email: matthew@ragedevelopment.com     |           |                 |

#### MEETING INFORMATION

|                             |                                     |          |
|-----------------------------|-------------------------------------|----------|
| DATE OF MEETING: 12/13/2023 | MEETING LOCATION: 16261 Karcher Rd. |          |
| MEETING START TIME: 3:30    | MEETING END TIME: 4:00              |          |
| ATTENDEES:                  |                                     |          |
| NAME (PLEASE PRINT)         | SIGNATURE:                          | ADDRESS: |
| 1.                          |                                     |          |
| 2.                          |                                     |          |
| 3.                          |                                     |          |
| 4.                          |                                     |          |
| 5.                          |                                     |          |
| 6.                          |                                     |          |
| 7.                          |                                     |          |
| 8.                          |                                     |          |
| 9.                          |                                     |          |



|     |
|-----|
| 10. |
| 11. |

|     |
|-----|
| 12. |
| 13. |
| 14. |
| 15. |
| 16. |
| 17. |
| 18. |
| 19. |
| 20. |

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

Matthew Schutjer

---

APPLICANT/REPRESENTATIVE (Signature): Matthew Schutjer

DATE: 12 / 13 / 2023



## AGENCY ACKNOWLEDGMENT

Date: 12/13/2023

Applicant: Matthew Schutjer

Parcel Number: 32916000 0

Site Address: 16261 Karcher Road, Caldwell ID, 83607

### **SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.**

The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process. Record of communication with an agency regarding the project can be submitted instead of a signature. After the application is submitted, impacted agencies will be sent a hearing notification by DSD staff and will have the opportunity to submit comments.

#### **Southwest District Health:**

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized Southwest District Health Representative  
(This signature does not guarantee project or permit approval)

#### **Fire District:**

District: Caldwell Rural

Applicant submitted/met for informal review.

Date: 12/13/2023 Signed: \_\_\_\_\_

*Lisa Richard*

Authorized Fire District Representative  
(This signature does not guarantee project or permit approval)

#### **Highway District:**

District: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized Highway District Representative  
(This signature does not guarantee project or permit approval)

#### **Irrigation District:**

District: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized Irrigation Representative  
(This signature does not guarantee project or permit approval)

#### **Area of City Impact**

City: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized AOCI Representative  
(This signature does not guarantee project or permit approval)

| <b>AGENCY LOCATION AND CONTACT</b>     |  |                             |
|--|--|-----------------------------|
| <b>Southwest District Health</b>       |  |                             |
|  | Address                                | Phone Number                |
|  | 13307 Miami Lane, Caldwell             | (208) 455-5400              |
| <b>Highway Districts</b>               |  |                             |
| Agency                                 | Address                                | Phone Number                |
| Canyon                                 | 15435 ID-44, Caldwell                  | (208) 454-8135              |
| Golden Gate                            | 500 Golden Gate Ave. E, Wilder         | (208) 482-6267              |
| Nampa                                  | 4507 12 <sup>th</sup> Ave Road, Nampa  | (208) 467-6576              |
| Notus-Parma                            | 106 S. 4 <sup>th</sup> Str., Parma     | (208) 722-5343              |
| <b>Idaho Transportation Department</b> |  |                             |
|  | Address                                | Phone Number                |
|  | 11331 W. Chinden Blvd., Boise          | (208) 334-8300              |
| <b>Fire Districts</b>                  |  |                             |
| Agency                                 | Address                                | Phone Number                |
| Caldwell Rural                         | 310 S. Seventh Ave., Caldwell          | (208) 896-4511              |
| Homedale Rural                         | 120 S. Main St., Homedale              | (208) 337-3450              |
| Kuna Rural                             | 150 W. Boise St., Kuna                 | (208) 922-1144              |
| Marsing Rural                          | 303 Main St., Marsing                  | (208) 896-4796              |
| Melba Rural                            | 408 Carrie Rex, Melba                  | (208) 495-2351              |
| Middleton Rural                        | 302 E. Star Blvd., Middleton           | (208) 585-6650              |
| Nampa Rural                            | 820 Second Str. South, Nampa           | (208) 468-5770              |
| Parma Rural                            | 29200 HWY 95, Parma                    | (208) 722-6753              |
| Star Rural                             | 11665 State Str., Suite B, Star        | (208) 286-7772              |
| Upper Deer Flat Rural                  | 9500 Missouri Ave., Nampa              | (208) 466-3589              |
| Wilder Rural                           | 601 Patriot Way, Wilder                | (208) 482-7563              |
| <b>Irrigation Districts</b>            |  |                             |
| Agency                                 | Address                                | Phone Number                |
| Famer Cooperative Ditch Co/Si          | PO Box 69, Parma                       | (208) 722-2010              |
| Farmers Union Ditch Co                 | PO Box 1474, Eagle                     | (208) 870-7919              |
| Black Canyon                           | 474 Elgin Ave., Notus                  | (208) 459-4141              |
| Boise-Kuna                             | 129 N. School Ave., Kuna               | (208) 922-5608              |
| Boise project Board of Control         | 2465 Overland Road, Boise              | (208) 344-1141              |
| Eureka                                 | 21766 Howe Road, Caldwell              | (208) 250-8000              |
| Franklin Ditch Co                      | 3401 W. Pine Ave., Meridian            | (208) 466-3819              |
| Middleton Mill Ditch Co                | PO Box 848, Middleton                  | (208) 585-3207              |
| Nampa-Meridian                         | 1503 1 <sup>st</sup> Str. South, Nampa | (208) 466-7861              |
| New York                               | 6616 W. Overland Road, Boise           | (208) 378-1023              |
| Pioneer                                | 3804 S. Lake Ave., Caldwell            | (208) 459-3617              |
| Pioneer-Dixie                          | 19724 Dixie River Road, Caldwell       | (208) 454-1559              |
| Riverside                              | PO Box 180, Greenleaf                  | (208) 722-2010              |
| Settlers                               | PO Box 7571, Boise                     | (208) 343-5271              |
| Siebenberg Cooperative Ditch Co        | PO Box 642, Parma                      | kchamberlain.fcdc@gmail.com |
| Wilder                                 | 709 Cleveland Blvd., Caldwell          | (208) 459-3421              |
| Mason Creek Ditch Co                   | 1905 Mason Rd., Caldwell               | johnmcavoy48@yahoo.com      |
| Poor Boy Ditch Co                      | PO Box 395, Greenleaf                  | (208) 407-7681 (F) 498-9690 |
| Canyon County Water Co./Flake Ditch    | PO Box 11/PO Box 6, Star               | (208) 455-1735              |
| <b>City Impact Area</b>                |  |                             |
| Agency                                 | Address                                | Phone Number                |
| Caldwell                               | 621 Cleveland Blvd., Caldwell          | (208) 455-3000              |
| Nampa                                  | 500 12 <sup>th</sup> Ave. S., Nampa    | (208) 468-4430              |
| Middleton                              | 1103 W. Main St., Middleton            | (208) 585-3133              |
| Parma                                  | 305 N. 3 <sup>rd</sup> St., Parma      | (208) 722-5138              |
| Melba                                  | 401 Carrie Rex Ave., Melba             | (208) 495-2722              |
| Greenleaf                              | 20523 Whittier Dr., Greenleaf          | (208) 454-0552              |
| Notus                                  | 375 Notus Road, Notus                  | (208) 459-6212              |
| Homedale                               | 31 W. Wyoming Ave., Homedale           | (208) 337-4641              |
| Star                                   | 10769 W. State St., Star               | (208) 286-7247              |
| Wilder                                 | 107 4 <sup>th</sup> St., Wilder        | (208) 482-6204              |

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED

## Matthew Schutjer

---

**From:** District Clerk <murtaughhwydistrict@gmail.com>  
**Sent:** Monday, December 18, 2023 10:38 AM  
**To:** Matthew Schutjer  
**Subject:** Re: Meeting

Hello Matthew,

Murtaugh Highway District received the plans and approved the zoning permit for Rage Development LLC.

Thank you

On Fri, Dec 15, 2023 at 12:49 PM Matthew Schutjer <[matthew@ragedevelopment.com](mailto:matthew@ragedevelopment.com)> wrote:

Sydney,

I just wanted to follow up on this request and see where you are at with it? I'm trying to submit for zoning as soon as possible and just need feedback from the highway district to do so.

*Regards,*

*Matthew T. Schutjer*

*Rage Development*

[matthew@ragedevelopment.com](mailto:matthew@ragedevelopment.com)

*801.809.7806*



---

**From:** Matthew Schutjer  
**Sent:** Monday, December 11, 2023 11:47 AM  
**To:** District Clerk <[murtaughhwydistrict@gmail.com](mailto:murtaughhwydistrict@gmail.com)>  
**Subject:** RE: Meeting

Hi Sydney,

Per our conversation last week attached is the zoning application for Twin Falls County. If you look at the second page Section 19 (b) this is where it's asking for comment/approval from the highway district. They have this section for all of their applications, however as we spoke this is an unmanned telecommunications facility so after construction there won't be any additional traffic with this proposal.

I've attached the plans again for your review. Let me know if you have any questions/comments or if we are approved to move forward as far as the highway district goes.

*Regards,*

*Matthew T. Schutjer*

*Rage Development*

[matthew@ragedevelopment.com](mailto:matthew@ragedevelopment.com)

801.809.7806



---

**From:** District Clerk <[murtaughhwydistrict@gmail.com](mailto:murtaughhwydistrict@gmail.com)>  
**Sent:** Thursday, November 30, 2023 9:47 AM

To: Matthew Schutjer <[matthew@ragedevelopment.com](mailto:matthew@ragedevelopment.com)>

Subject: Meeting

Good morning Matthew,

I have a couple questions about the project. Could I possibly call you today? If so, what time works for you?

Thank you

--

*Sydney Brizuela,*

*Murtaugh Highway District Clerk*

*PO Box 147*

*Murtaugh, ID 83344*

*208-432-5469*

--

*Sydney Brizuela,*  
*Murtaugh Highway District Clerk*

*PO Box 147*

*Murtaugh, ID 83344*

*208-432-5469*



# AGENCY ACKNOWLEDGMENT

Date: 12/13/2023

Applicant: Matthew Schutjer

Parcel Number: 32916000 0

Site Address: 16261 Karcher Road, Caldwell ID, 83607

### SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.

The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process. Record of communication with an agency regarding the project can be submitted instead of a signature. After the application is submitted, impacted agencies will be sent a hearing notification by DSD staff and will have the opportunity to submit comments.

#### Southwest District Health:

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Southwest District Health Representative  
(This signature does not guarantee project or permit approval)

#### Fire District:

District: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Fire District Representative  
(This signature does not guarantee project or permit approval)

#### Highway District:

District: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Highway District Representative  
(This signature does not guarantee project or permit approval)

#### Irrigation District:

District: Wilder Irrigation District

Applicant submitted/met for informal review.

Date: 12/13/23 Signed: Rick Hunt, Secretary/Treasurer  
Authorized Irrigation Representative  
(This signature does not guarantee project or permit approval)

#### Area of City Impact

City: \_\_\_\_\_

Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized AOCI Representative  
(This signature does not guarantee project or permit approval)



**PROJECT DESCRIPTION:**

CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A 195 FT. SELF-SUPPORT CELL TOWER, (199 FT. TOP OF LIGHTNING ROD) FOR CARRIER ANTENNAS AND MICROWAVE. INSTALLED INSIDE A 50'X50', 8 FT. HIGH CHAIN LINK FENCE EQUIPMENT COMPOUND, W/GREEN OR LIGHT TAN COLOR FILLER SLATS. WITH SPACE FOR CARRIER EQUIPMENT, ON A CONCRETE PAD AND CABLE ICE BRIDGE. A MULTI-METER UTILITY SERVICE MOUNTED TO NEW H-FRAME. NO WATER OR SEWER IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.

**CODE COMPLIANCE:**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

- |  |   |
|--|---|
| 1. 2018 INTERNATIONAL BUILDING CODE                    | 11. IEEE C2 NATIONAL ELECTRIC SAFETY CODE, LATEST EDITION |
| 2. 2017 NATIONAL ELECTRIC CODE                         | 12. TELECORDIA GR-1275                                    |
| 3. 2018 NFPA101 LIFE SAFETY CODE                       | 13. ANSI/T 311  |
| 4. 2018 INTERNATIONAL FIRE CODE                        | 14. 2018 INTERNATIONAL MECHANICAL CODE                    |
| 5. AMERICAN CONCRETE INSTITUTE                         | 15. 2018 INTERNATIONAL PLUMBING CODE                      |
| 6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION            | 16. 2018 INTERNATIONAL ENERGY CONSERVATION CODE           |
| 7. MANUAL OF STEEL CONSTRUCTION, 13TH EDITION          | 17. LOCAL BUILDING CODES                                  |
| 8. ANSI/TIA/EIA-222-G                                  | 18. CITY/COUNTY ORDINANCES                                |
| 9. TIA 607   | 19. STATE BUILDING CODE                                   |
| 10. INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81 | 20. LIGHTNING PROTECTION CODE: NFPA780 - 2000             |
|  | 21. 2009 ICC/ANSI/A117.1                                  |



**US-ID-5082  
KARCHER**

**16261 KARCHER RD.  
CALDWELL, ID 83607  
(195' SELF-SUPPORT TOWER)**

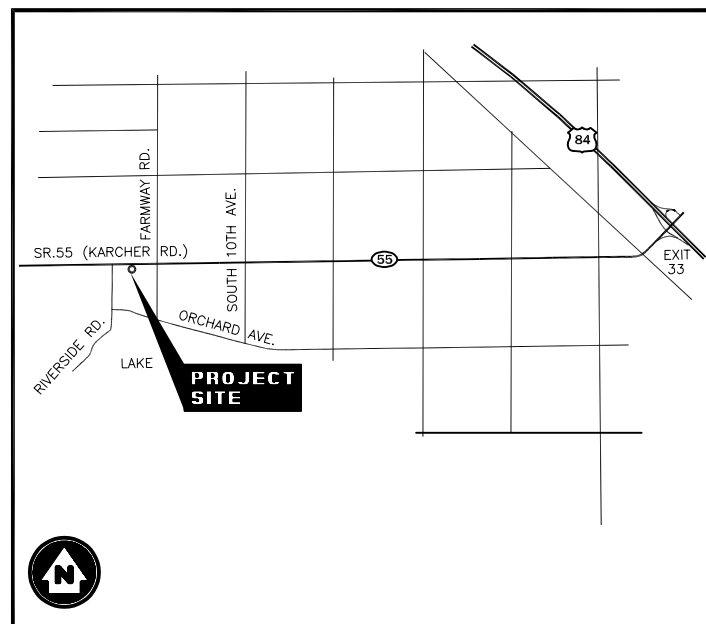
**TENANT SITE DETAILS**

**SITE ID: SL03673C**

**SITE NAME: KARCHER**

**DESIGN TYPE: NEW SITE DEVELOPMENT  
SELF-SUPPORT TOWER**

**SITE ADDRESS: 16261 KARCHER RD.  
CALDWELL, ID 83607  
CANYON COUNTY**



VICINITY MAP  
N.T.S

| APPROVAL BLOCK       |      |                          |                          |                          |
|----------------------|------|--------------------------|--------------------------|--------------------------|
|                      |      | APPROVED                 | APPROVED AS NOTED        | DISAPPROVED/REVISE       |
| VERTICAL BRIDGE      | DATE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SITE ACQUISITION     | DATE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CONSTRUCTION MANAGER | DATE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ZONING               | DATE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| RF ENGINEERING       | DATE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| PROJECT DIRECTORY |   |
|-------------------|---|
| PROPERTY OWNER:   | TREVOR WALLACE & SAMANTHA WALLACE   |
| CONTACT:          | PHONE:  |
| APPLICANT:        | RAGE DEVELOPMENT  |
| CONTACT:          | C/O MATHEW SCHUTJER<br>PHONE: (801) 809-7806  |
| ENGINEER:         | CLEAR BLUE SERVICES<br>3530 E. ATLANTA AVE.<br>PHOENIX, AZ 85040<br>PHONE: (602) 405-8803 |
| CONTACT:          | STEVEN DeJONGE<br>STEVENDEJONGE@CLEARBLUESERVICES.COM                                     |
| POWER COMPANY:    | IDAHO POWER   |
| TELCO COMPANY:    | CENTURY LINK  |

| PROJECT INFORMATION    |   |
|------------------------|---|
| SITE NAME:             | KARCHER                                 |
| SITE NUMBER:           | US-ID-5082                              |
| SITE ADDRESS:          | 16261 KARCHER RD.<br>CALDWELL, ID 83607 |
| PARCEL TAX#s:          | R329160000 (DEED 2016-006710)           |
| LOT AREA:              | ACRES                                   |
| OCCUPANCY:             | U                                       |
| ZONING CLASSIFICATION: | A - AGRICULTURAL                        |
| ZONING JURISDICTION:   | CANYON COUNTY                           |
| FLOOD ZONE:            | X                                       |
| GROUND ELEVATION:      | ±2,532 FT.                              |
| STRUCTURE TYPE:        | SELF-SUPPORT TOWER                      |
| STRUCTURE HEIGHT:      | 195 FT. (199 FT. TOP OF LIGHTNING ROD)  |
| CONSTRUCTION AREA:     | 50' X 50' = 2,500 SF                    |
| LATITUDE (NAD 83):     | 43° 36' 11.26" N 116° 43' 07.66" W      |
| LONGITUDE:             | 43.603127° N 116.718794° W              |

**DIG ALERT:**  
CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING:  
811  
**EMERGENCY:**  
CALL 911

- PROJECT WORK SCOPE**
- VERTICAL BRIDGE (VB) WILL PROVIDE AN IMPROVED ACCESS DRIVE, TECH PARKING AREA AND LEVEL SITE FOR A NEW TELECOMMUNICATIONS FACILITY.
- TO INCLUDE THE FOLLOWING:
- A 50 FT. X 50 FT. CHAIN LINK FENCE COMPOUND 8'-0" FT. HIGH, W/GREEN OR TAN FILLER SLATS WITH DOUBLE 12 FT. WIDE, 8 FT. HIGH ACCESS GATE.
  - A 6" CRUSHED STONE GRAVEL COMPOUND COVER OVER WEED BARRIER.
  - PROVIDE AND INSTALL THE NEW COMMUNICATIONS TOWER, 195 FT. HIGH SELF-SUPPORT TOWER & 4 FOOT LIGHTNING ROD.
  - INSTALL NEW MULTI-METER, 800 AMP, 120/240V SINGLE PHASE ELECTRICAL SERVICE AND PROVIDE A MINIMUM OF AT LEAST ONE (1) 200 AMP METER SOCKET FOR INITIAL CARRIER.
  - PROVIDE AND INSTALL ASSOCIATED CONDUITS, WIRING AND MOUNTING FOR NEW ELECTRICAL S.E.S. PER UTILITY GUIDELINES.
  - INSTALL COMPOUND AND TOWER GROUND RINGS ALONG WITH CONNECTIONS FOR EQUIPMENT GROUNDING.
- CARRIER TO PROVIDE AND INSTALL THE FOLLOWING:
- NEW 10 FT. X 15 FT. CONCRETE EQUIPMENT PAD.
  - NEW TWO (2) COMMUNICATION EQUIPMENT CABINETS ON CONCRETE PAD.
  - NEW 12" WIDE ICE BRIDGE / H-FRAME
  - NEW 200 AMP SERVICE METER, PER UTILITY.
  - FOUR (4) NEW LED TECH LIGHTS AND WEATHERPROOF LIGHT SWITCH W/TIMER.
  - NEW TELCO BOX, PPC, AND CIENNA ON ICE BRIDGE H-FRAME.
  - NEW FIBER BOX AND JUNCTION BOXES ON ICE BRIDGE H-FRAME.
  - NEW GENERATOR WHEN AVAILABLE.
  - NEW TWO (2) HYBRID CABLE WITH PENDANTS.
  - NEW COLLAR MOUNT FOR NEW MICROWAVE ANTENNA DISH, WITH STIFF ARM.
  - NEW MICROWAVE ANTENNA DISH & MOUNT W/STIFFENER
  - NEW VFA10-HD SECTOR FRAMES W/TIEBACKS (1) PER SECTOR FOR (3) SECTORS & ANTENNA PIPE MOUNTS
  - NEW (6) RRU'S (2) PER SECTOR.
  - NEW (6) ANTENNAS, (2) PER SECTOR.
  - NEW REGULATORY & SITE ID SIGNAGE

| DRAWING INDEX |                             |       |          |
|---------------|-----------------------------|-------|----------|
| DRWG. #       | TITLE                       | REV.# | DATE     |
| T1            | TITLE SHEET                 | 0     | 10/23/23 |
| SU-1          | SURVEY                      | D     | 10/20/23 |
| SU-2          | SURVEY                      | D     | 10/20/23 |
| C3            | OVERALL SITE PLAN           | 0     | 10/23/23 |
| C4            | COMPOUND SITE PLAN          | 0     | 10/23/23 |
| C4A           | ENLARGED COMPOUND PLAN      | 0     | 10/23/23 |
| C5            | ELEVATIONS                  | 0     | 10/23/23 |
| C6            | ELEVATIONS                  | 0     | 10/23/23 |
| C7            | EQUIPMENT & ANTENNA LAYOUTS | 0     | 10/23/23 |

**JURISDICTIONAL APPROVAL**

LICENSED ARCHITECT  
AR 987629  
10/24/23  
Steven L. DeJonge  
STATE OF IDAHO  
EXPIRES 8-9-2024

| CONSTRUCTION DRAWINGS |                      |       |          |
|-----------------------|----------------------|-------|----------|
| No.                   | Submittal / Revision | App'd | Date     |
| 0                     |                      |       | 10/23/23 |

Drawn: SLD Date: 10/23/23  
Designed: SLD Date: 10/23/23  
Checked: MS Date: 10/23/23

Project Number  
US-ID-5082

Project Title  
**KARCHER**  
16261 KARCHER RD.  
CALDWELL, ID 83607  
CANYON COUNTY

Engineer Stamp

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE. IT IS A VIOLATION FOR ANY PERSON UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT TO MODIFY THIS DOCUMENT IN ANY WAY. PRELIMINARY UNLESS SIGNED

Drawing Title  
**TITLE SHEET**

Drawing Scale:  
AS NOTED

Date:  
10/24/2023

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number  
**T1**

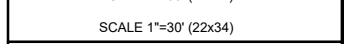
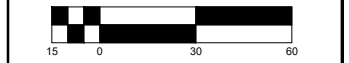


DESIGNED FOR:

VB BTS II RAGE DEVELOPMENT



680 #2B S Progress Avenue, Meridian, Idaho 83642



**SURVEYOR'S CERTIFICATION:**  
 RONALD M. HODGE, IDAHO PLS 8575, HEREBY CERTIFY TO Vertical Bridge REIT, LLC, a Delaware limited liability company, its subsidiaries, and their respective successors and/or assigns, and (ii) Corridor Dominion (Treyas) LLC, as Administrative Agent, for itself and on behalf of the lenders parties from time to time to and for the purpose of the project described herein, that I am a duly Licensed Professional Land Surveyor in the State of Idaho, and I have surveyed and established the boundaries, easements, and other interests shown on this drawing. My survey was conducted in accordance with the rules and regulations of the Board of Professional Land Surveyors, State of Idaho. I have read and understand the contents of this drawing, and I certify that the same are a true and correct representation of the survey conducted by me and that the same are in accordance with the facts on the ground. I have also read and understand the contents of this drawing, and I certify that the same are a true and correct representation of the survey conducted by me and that the same are in accordance with the facts on the ground.

THESE DRAWINGS AND SURVEY DATA, COPYRIGHT PROTECTED BY THE BOISE MERIDIAN, AND PROTECTED FOR THE USE OF THE CLIENT, ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE LAND SURVEYOR.

| DATE     | CHK | BY |
|----------|-----|----|
| 08-31-23 | CH  | RH |
| 10-09-23 | CE  | RH |
| 10-20-23 | BF  | RH |

A. SURVEYED ON  
 B. DRAWEED ON  
 C. CHECKED ON  
 D. REVISED TO ADD FUTURA TITLE & ESCROW

HMH PROJ#: S23011-08 DWG: S23011-08 VP

ID-5082 KARCHER 16261 Karcher Road, Caldwell Canyon County, ID 83607

SHEET NAME 1A & TITLE SURVEY

SU - 1

SCHEDULE B EXCEPTIONS

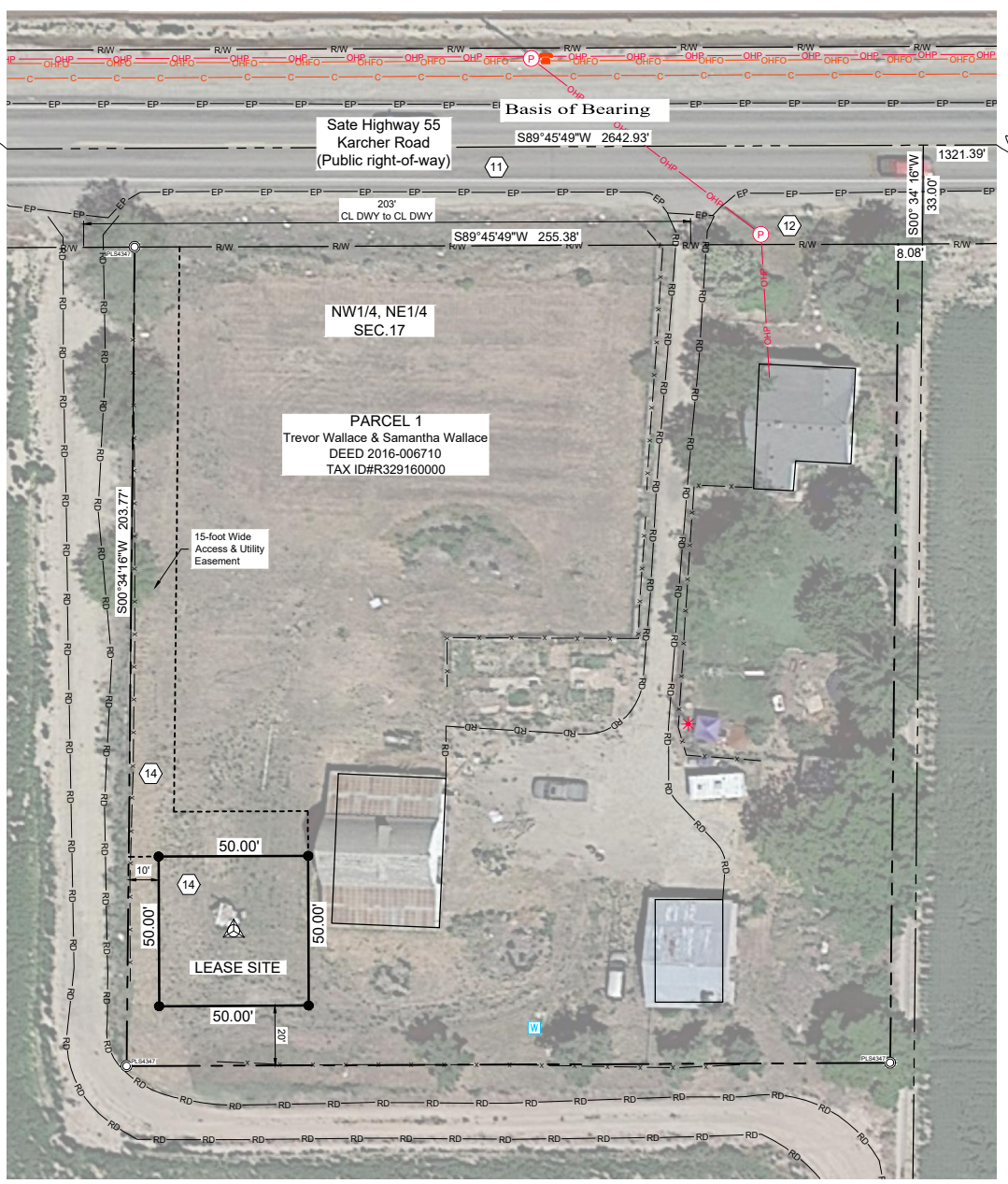
ALLIANCE TITLE & ESCROW: FILE # VTB-160763-C, OCTOBER 2, 2023

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met. NOT THE TYPE TO BE DEPICTED HEREON.
- Rights or claims of parties in possession not shown by the public records. NOT THE TYPE TO BE DEPICTED HEREON.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records. NOT SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
- Easements, or claims of easements, not shown by the public records. NOT SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
- Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records. NOT THE TYPE TO BE DEPICTED HEREON.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records. NOT THE TYPE TO BE DEPICTED HEREON.
- Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records. NOT THE TYPE TO BE DEPICTED HEREON.
- Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable. NOT THE TYPE TO BE DEPICTED HEREON.
- Levies and assessments of the Wilder Irrigation District, and the rights, powers and easements of said district as by law provided. NOT THE TYPE TO BE DEPICTED HEREON.
- Ditch, road and public utility easements as the same may exist over said premises. NOT SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
- Rights of the public in and to that portion of the premises lying within Karcher Road. SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
- An easement for the purpose shown below and rights incidental thereto as set forth in document:  
 Granted To: Idaho Power Company Purpose: Public Utilities  
 Recorded: July 11, 1929 Book: 12 of Miscellaneous, Page: 561  
 SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
- A Deed of Trust to secure an indebtedness in the amount shown below.  
 Amount: \$130,000.00  
 Trustor/Grantor: Trevor Wallace and Samantha Wallace, husband and wife  
 Trustee: First American Title Insurance Company  
 Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Guild Mortgage Company, a California Limited Liability Company, its successors and/or assigns  
 Dated: May 19, 2021 Recorded: May 25, 2021 Instrument No.: 2021-037607  
 NOT THE TYPE TO BE DEPICTED HEREON.
- An unrecorded lease with certain terms, covenants, conditions and provisions and access rights, as may be set forth therein:  
 Lessor: Trevor Wallace and Samantha Wallace, husband and wife  
 Lessee: VB BTS II, LLC, a Delaware limited liability company  
 Disclosed by: Memorandum of Option to Lease  
 Recorded: August 22, 2023 Instrument No.: 2023-027052  
 SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
- Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term. NOT THE TYPE TO BE DEPICTED HEREON.

LEGAL DESCRIPTION

ALLIANCE TITLE & ESCROW: FILE #648738, SEPTEMBER 21, 2023

This parcel is situated in the Northwest Quarter of the Northeast Quarter of Section 17, Township 3 North, Range 3 West of the Boise Meridian, and is more particularly described as follows: COMMENCING at the Northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 1°00'00" West, along the East boundary of said Northwest Quarter of the Northeast Quarter, a distance of 33.00 feet to a point on the South boundary of the right of way for State Highway 55; thence North 89°48'00" West, along the South boundary of the right of way for said State Highway 55, and parallel with the North boundary of said Northwest Quarter of the Northeast Quarter, a distance of 8.00 feet to the TRUE POINT OF BEGINNING; thence South 1°00'00" West, parallel with the East boundary of said Northwest Quarter of the Northeast Quarter, a distance of 273.77 feet; thence North 89°48'00" West, parallel with the North boundary of said Northwest Quarter of the Northeast Quarter, a distance of 255.38 feet; thence South 89°48'00" East, parallel with the East boundary of said Northwest Quarter of the Northeast Quarter, a distance of 273.77 feet to a point on the South boundary of the right of way for said State Highway 55, and parallel with the North boundary of said Northwest Quarter of the Northeast Quarter, a distance of 255.38 feet to the TRUE POINT OF BEGINNING.



- LEGEND**
- LEASE SITE BOUNDARY
  - LESSOR'S BOUNDARY
  - NEW EASEMENT
  - RECORD EASEMENT
  - RIGHT-OF-WAY
  - CENTER LINE
  - RECORD BOUNDARY
  - SECTIONAL LINES
  - TIE/DETAIL
  - EDGE OF PAVEMENT
  - EDGE OF DIRT ROAD
  - EDGE OF GRAVEL
  - EDGE OF GRASS
  - FENCE / GATE
  - OVERHEAD POWER LINE
  - UNDERGROUND POWER LINE
  - OVERHEAD COMMUNICATION LINE
  - UNDERGROUND COMMUNICATIONS LINE
  - WATER LINE
  - STORM DRAIN LINE
  - GRAVITY IRRIGATION LINE
  - PRESURIZED IRRIGATION LINE
  - SEWER LINE
  - GAS LINE
  - GEO-THERMO LINE
  - POINT OF COMMENCEMENT
  - POINT OF BEGINNING
  - POINT OF TERMINUS
  - TITLE POLICY EXCEPTION NUMBER / EASEMENT LABEL
  - CELL TOWER
  - BRASS CAP MONUMENT
  - ALUMINUM CAP MONUMENT
  - 5/8" REBAR
  - 1/2" REBAR
  - SPIKE WITH ROOSTER TAIL
  - SURVEY CONTROL POINT (AS NOTED)
  - CALCULATION POINT
  - UTILITY POLE
  - UTILITY POLE (DIP POLE)
  - UTILITY POLE WITH TRANSFORMER
  - LIGHT
  - GUY ANCHOR
  - JUNCTION BOX
  - COMMUNICATIONS RISER
  - COMMUNICATIONS MARKER
  - GAS MARKER
  - MANHOLE
  - VALVE
  - FIRE HYDRANT
  - METER
  - WATER SPIGOT
  - CLEANOUT
  - CATCH BASIN
  - ROOF DRAIN
  - IRRIGATION BOX
  - WATER WELL
  - BOLLARD
  - MAIL BOX
  - SIGN
  - PAINT STRIPE
  - TREE, TRUNK DIAMETER IN INCHES, CANOPY DRAWN TO SCALE
  - SIDEWALK
  - CURB & GUTTER
  - AIR CONDITIONER
  - BUILDING
  - CONCRETE / CONCRETE PIPE
  - CORNER RECORD I.N.
  - EASEMENT
  - GRAVEL
  - GRASS
  - HANDICAP
  - INSTRUMENT NUMBER
  - PLANTER
  - RECORD OF SURVEY
  - RAMP

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BY GPS TECHNIQUES, PROJECTED TO THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM, WEST ZONE. ALL BEARINGS SHOWN ARE ON GRID AZIMUTH AND ALL DISTANCES SHOWN ARE AT GROUND. REFER TO THE DRAWING FOR THE SPECIFIC LINE AND MONUMENTS USED.

UTILITY LOCATION NOTE

THE UTILITY LINES SHOWN ON THIS DRAWING WERE DEVELOPED FROM SURFACE EVIDENCE AND LOCATION MARKS.

THE SURVEYOR DOES NOT GUARANTY OR WARRANTY THAT ALL UTILITY LINES ARE SHOWN OR THEIR LOCATION DEFINATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH PRIOR TO CONSTRUCTION.

CALL DIGLINE, INC. PRIOR TO ANY EXCAVATION.

BASIS OF GEODETIC COORDINATES

- THE GEODETIC COORDINATES SHOWN HEREON WERE DERIVED FROM THE NATIONAL GEODETIC SURVEY (OPUS) UTILITY VIA STATIC GPS OBSERVATIONS UPON THE PROJECT CONTROL POINT. ALL SUBSEQUENT OBSERVATIONS WERE PROCESSED USING THE N.G.S. OPUS UTILITY AND TRIMBLE BUSINESS CENTER SOFTWARE
- HORIZONTAL DATUM: THE NORTH AMERICAN DATUM OF 1983 (2011)(EPOCH 2010) IS EXPRESSED IN DECIMAL DEGREES (").
- VERTICAL DATUM: THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (GEOID 18) IS EXPRESSED IN U.S. SURVEY FEET.

SURVEYOR NOTES

- This property is located in Flood Zone "X" (Area of minimal flood hazard) on FEMA FIRM Panel number 16027C0375, effective May 24, 2011.
- There were no visible encroachments affecting the Lease Area or any of the easements, at the time the survey was completed
- The Lease Area and all easements lie entirely within the parent parcel
- The access and utility easements go to a confirmed public right-of-way

FAA-FCC 1A GEODETIC COORDINATES (83/88)

LATITUDE: 43.603127° N  
LONGITUDE: 116.718794° W  
GROUND ELEVATION: 2532'





NOTES:  
 1. CONTRACTOR TO COORDINATE & PROVIDE PRIVATE LOCATING SERVICE PRIOR TO CONSTRUCTION.  
 2. REFERENCE MANUFACTURERS TOWER DRAWINGS ON INSTALLATION.

**SETBACKS TO PROPERTY LINES**

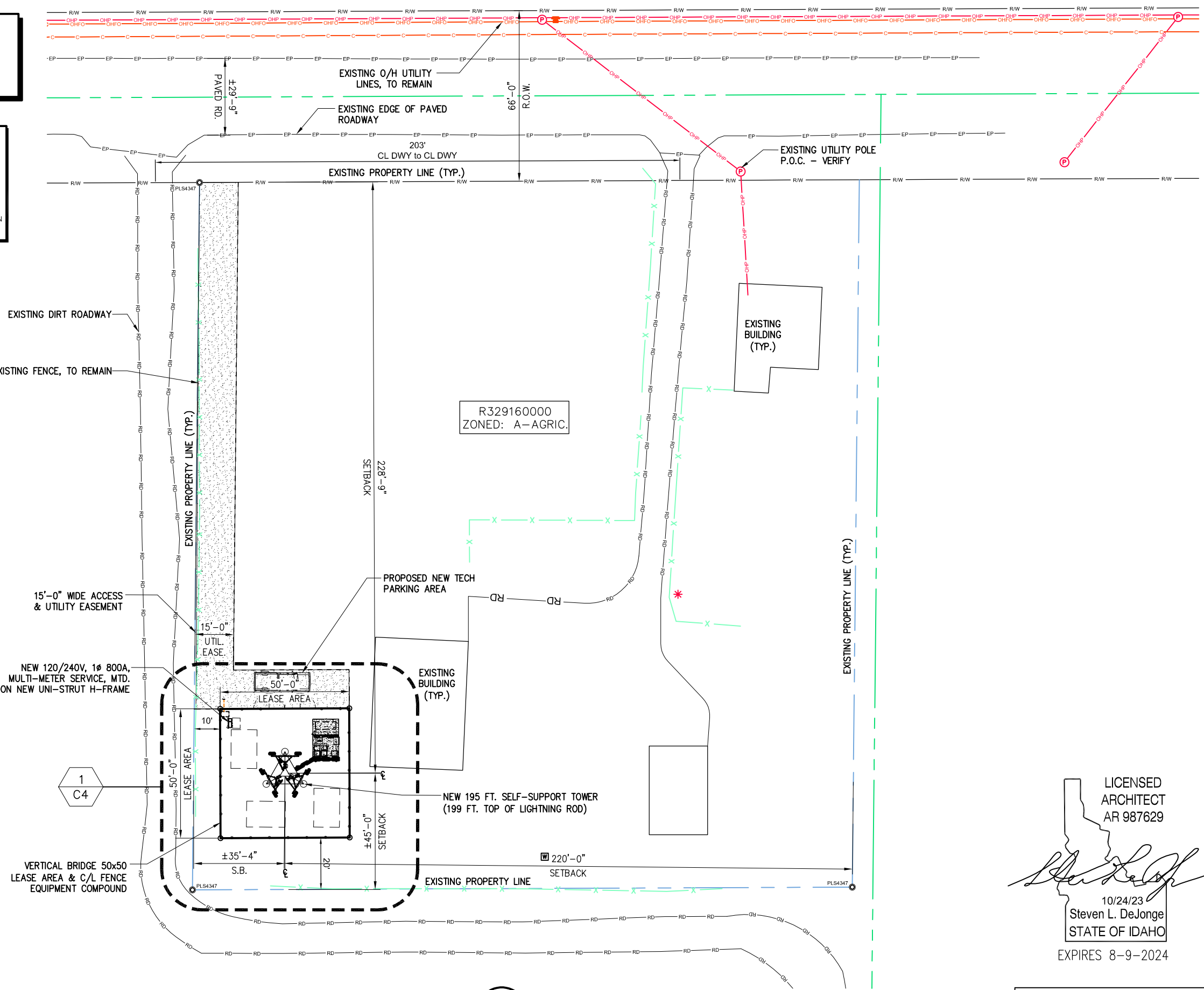
NORTH 228'-9"±  
 SOUTH 45'-0"±  
 WEST 35'-4"±  
 EAST 220'-0"±

\* SETBACKS ARE ESTIMATED FROM THE ASSESSORS MAPS, GIS INFORMATION & SURVEY BY: HMH ENGINEERING, DATED 10/20/2023

**LEGEND**

- (P) PROPOSED
- (E) EXISTING
- (F) FUTURE
- FIRE HYDRANT
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- WM WATER METER
- SVLT SEWER VAULT
- EVLT ELECTRIC VAULT
- EP ELECTRIC PANEL
- A.C.E. ACCESS CONTROL EASEMENT
- PROPERTY LINE
- OHE — OVERHEAD ELECTRIC
- S — BLUESTAKED SEWER LINE
- SPOT ELEVATION
- POSITION OF GEODETIC COORDINATES
- GV GAS VALVE
- POWER POLE
- SANITARY SEWER MANHOLE
- FOUND AS NOTED
- W — BLUESTAKED WATER LINE
- E — BLUESTAKED ELECTRIC LINE

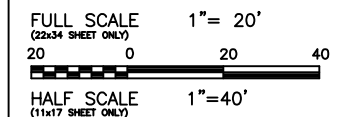
**IDAHO DIG LINE**  
 CALL TWO WORKING DAYS BEFORE YOU DIG  
 Dial 811 or  
 1-800-342-1585



INFORMATION SHOWN BASED ON A FIELD SURVEY BY HMH ENGINEERING, DATED 10/20/23.



1 OVERALL SITE PLAN  
 SCALE: 1" = 40' (11x17)  
 SCALE: 1" = 20' (22x34)



| No. | Submission / Revision | App'd | Date     |
|-----|-----------------------|-------|----------|
| 0   | CONSTRUCTION DRAWINGS | SLD   | 10/23/23 |

Drawn: SLD Date: 10/23/23  
 Designed: SLD Date: 10/23/23  
 Checked: MS Date: 10/23/23

Project Number  
 US-ID-5082

Project Title  
**KARCHER**  
 16261 KARCHER RD.  
 CALDWELL, ID 83607  
 CANYON COUNTY

Engineer Stamp

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE. IT IS A VIOLATION FOR ANY PERSON UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY. PRELIMINARY UNLESS SIGNED

Drawing Title  
**OVERALL SITE PLAN**

Drawing Scale:  
 AS NOTED  
 Date:  
 10/24/2023

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number  
**C3**

LICENSED ARCHITECT  
 AR 987629  
  
 10/24/23  
 Steven L. DeJonge  
 STATE OF IDAHO  
 EXPIRES 8-9-2024

| No. | Submittal / Revision  | App'd | Date     |
|-----|-----------------------|-------|----------|
| 0   | CONSTRUCTION DRAWINGS | SLD   | 10/23/23 |

Drawn: SLD Date: 10/23/23  
 Designed: SLD Date: 10/23/23  
 Checked: MS Date: 10/23/23

Project Number: US-ID-5082

Project Title:  
**KARCHER**  
 16261 KARCHER RD.  
 CALDWELL, ID 83607  
 CANYON COUNTY

Engineer Stamp

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE. IT IS A VIOLATION FOR ANY PERSON UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY. PRELIMINARY UNLESS SIGNED

Drawing Title

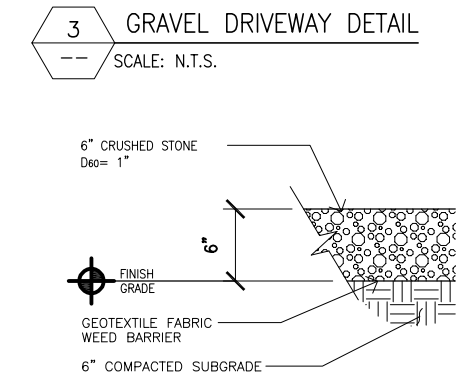
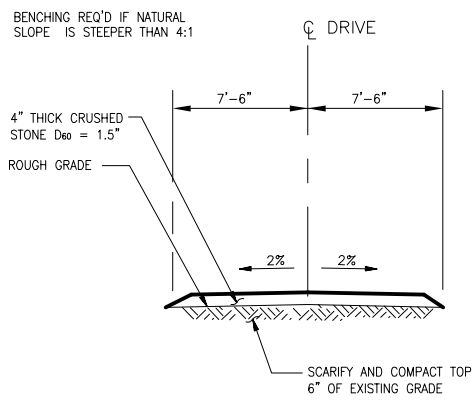
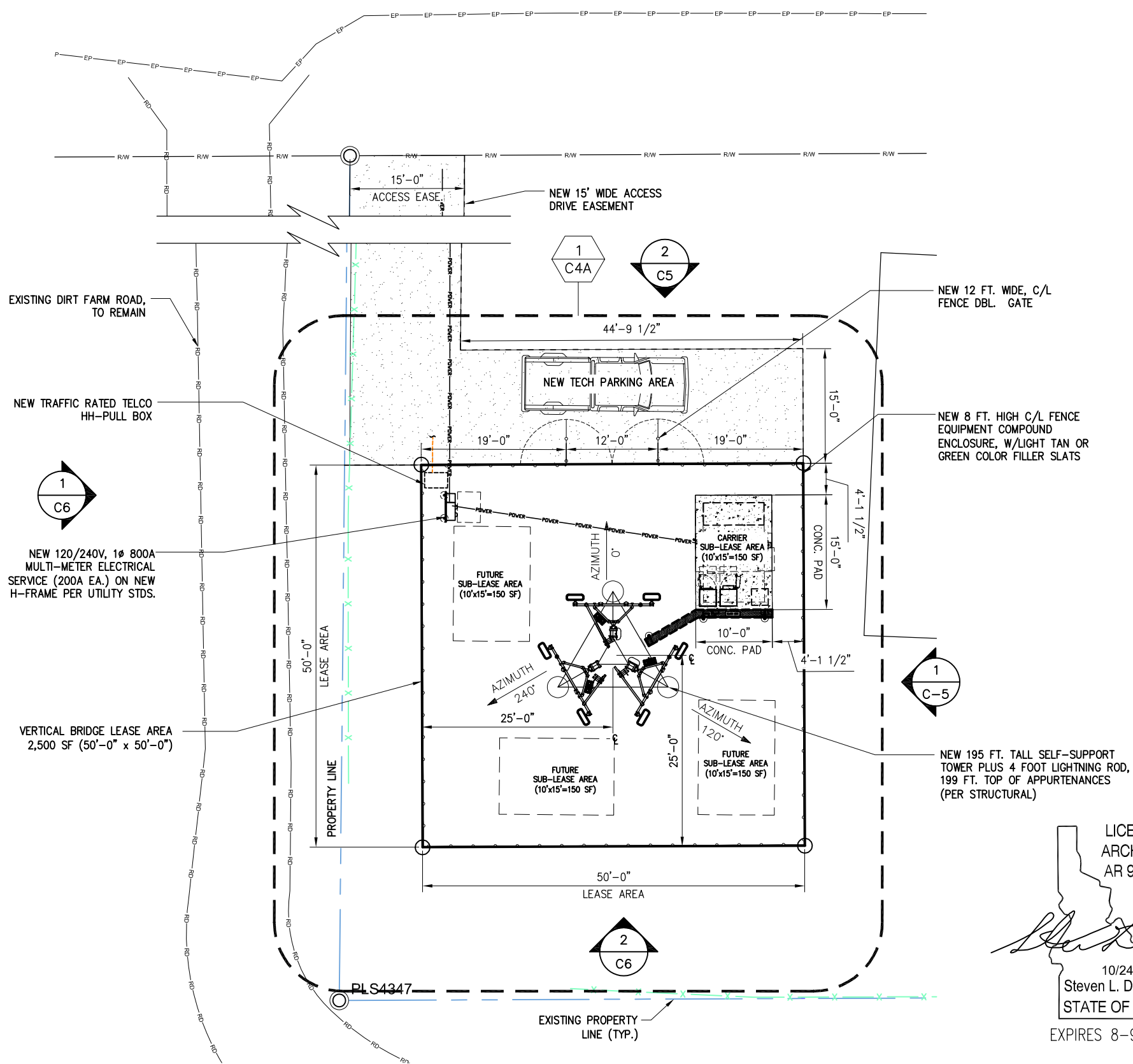
COMPOUND SITE PLAN

Drawing Scale: AS NOTED  
 Date: 10/24/2023

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number

**C4**



NOTES:  
 SUBGRADE SHALL BE CLEAN AND FREE OF ROCKS, ROOTS AND OTHER ORGANIC MATERIAL.  
 SPRAY AREA UNDER BUILDING & NEW CRUSHED STONE AREA WITH HERBICIDE, COVER W/ GEOTEXTILE FABRIC AND 6" CRUSHED STONE.  
 SUBCONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO CONFINE HERBICIDE TO THE FENCED PROJECT AREA.

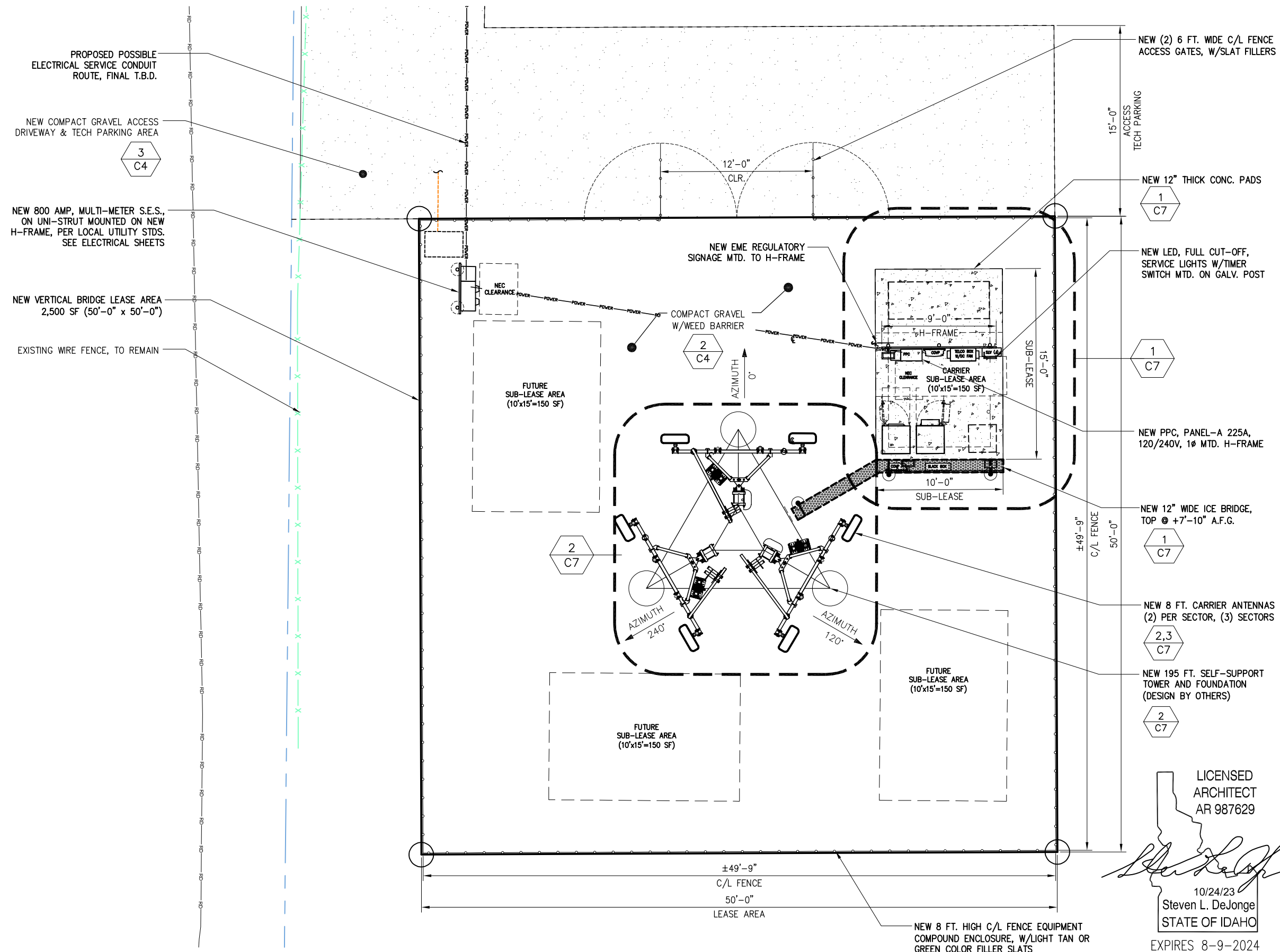
1 COMPOUND PLAN  
 SCALE: 1/16" = 1'-0" (11x17)  
 SCALE: 1/8" = 1'-0" (22x34)

CALLLED NORTH

LICENSED ARCHITECT  
 AR 987629

10/24/23  
 Steven L. DeJonge  
 STATE OF IDAHO

EXPIRES 8-9-2024



PROPOSED POSSIBLE ELECTRICAL SERVICE CONDUIT ROUTE, FINAL T.B.D.

NEW COMPACT GRAVEL ACCESS DRIVEWAY & TECH PARKING AREA

NEW 800 AMP, MULTI-METER S.E.S., ON UNI-STRUT MOUNTED ON NEW H-FRAME, PER LOCAL UTILITY STDS. SEE ELECTRICAL SHEETS

NEW VERTICAL BRIDGE LEASE AREA 2,500 SF (50'-0" x 50'-0")

EXISTING WIRE FENCE, TO REMAIN

NEW (2) 6 FT. WIDE C/L FENCE ACCESS GATES, W/SLAT FILLERS

NEW 12" THICK CONC. PADS

NEW LED, FULL CUT-OFF, SERVICE LIGHTS W/TIMER SWITCH MTD. ON GALV. POST

NEW PPC, PANEL-A 225A, 120/240V, 1Ø MTD. H-FRAME

NEW 12" WIDE ICE BRIDGE, TOP @ +7'-10" A.F.G.

NEW 8 FT. CARRIER ANTENNAS (2) PER SECTOR, (3) SECTORS

NEW 195 FT. SELF-SUPPORT TOWER AND FOUNDATION (DESIGN BY OTHERS)

LICENSED ARCHITECT  
AR 987629

10/24/23  
Steven L. DeJonge  
STATE OF IDAHO

EXPIRES 8-9-2024



1 ENLARGED COMPOUND PLAN  
SCALE: 1/8" = 1'-0" (11x17)  
SCALE: 1/4" = 1'-0" (22x34)

FULL SCALE 1/4" = 1'-0"  
HALF SCALE 1/8" = 1'-0"



| No. | CONSTRUCTION DRAWINGS | SLD   | 10/23/23 |
|-----|-----------------------|-------|----------|
| 0   | CONSTRUCTION DRAWINGS | SLD   | 10/23/23 |
| No. | Submittal / Revision  | App'd | Date     |

Project Number  
US-ID-5082

Project Title  
KARCHER  
16261 KARCHER RD.  
CALDWELL, ID 83607  
CANYON COUNTY

Engineer Stamp

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY. PRELIMINARY UNLESS SIGNED

Drawing Title  
ENLARGED COMPOUND PLAN

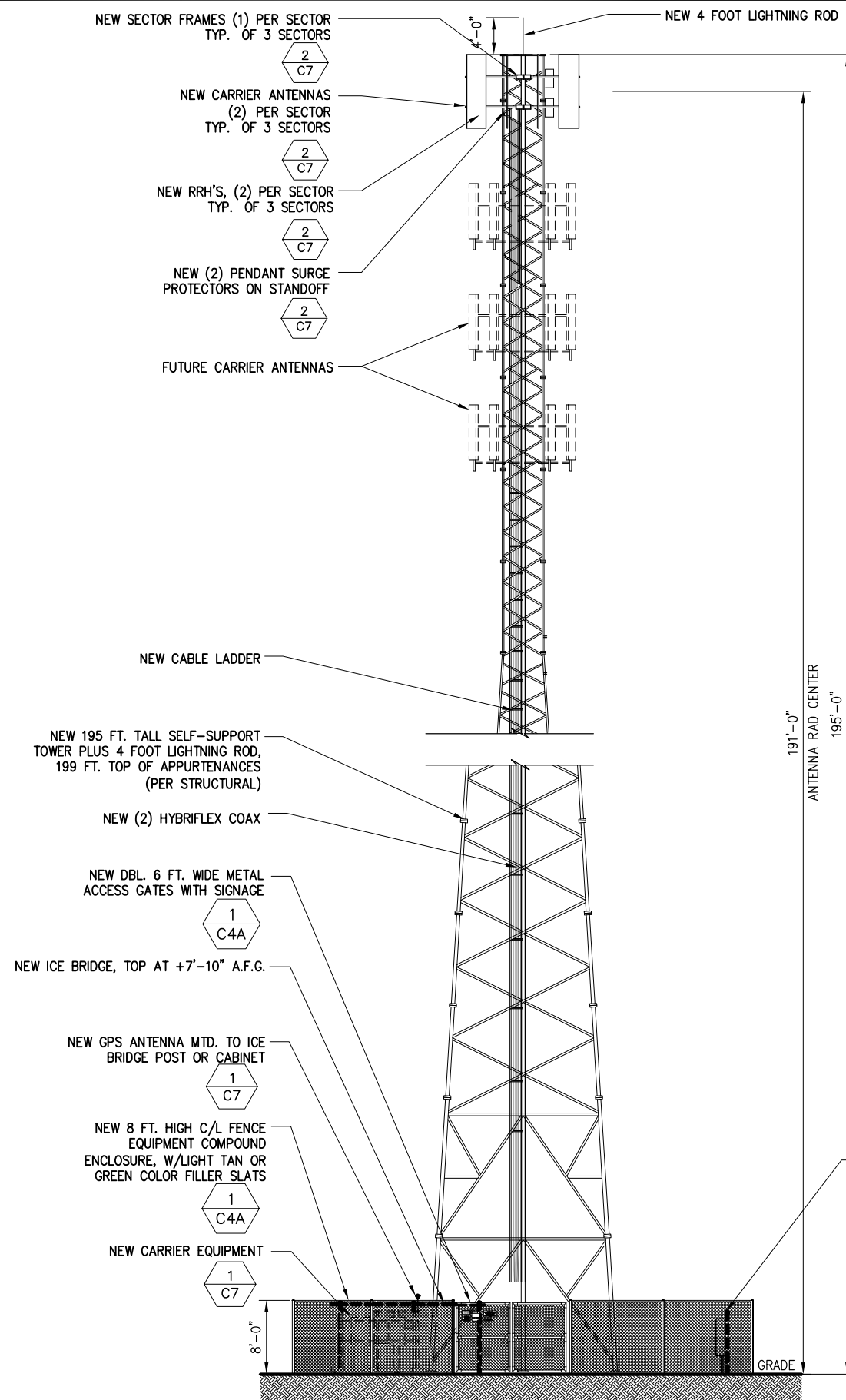
Drawing Scale:  
AS NOTED

Date:  
10/24/2023

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number  
C4A



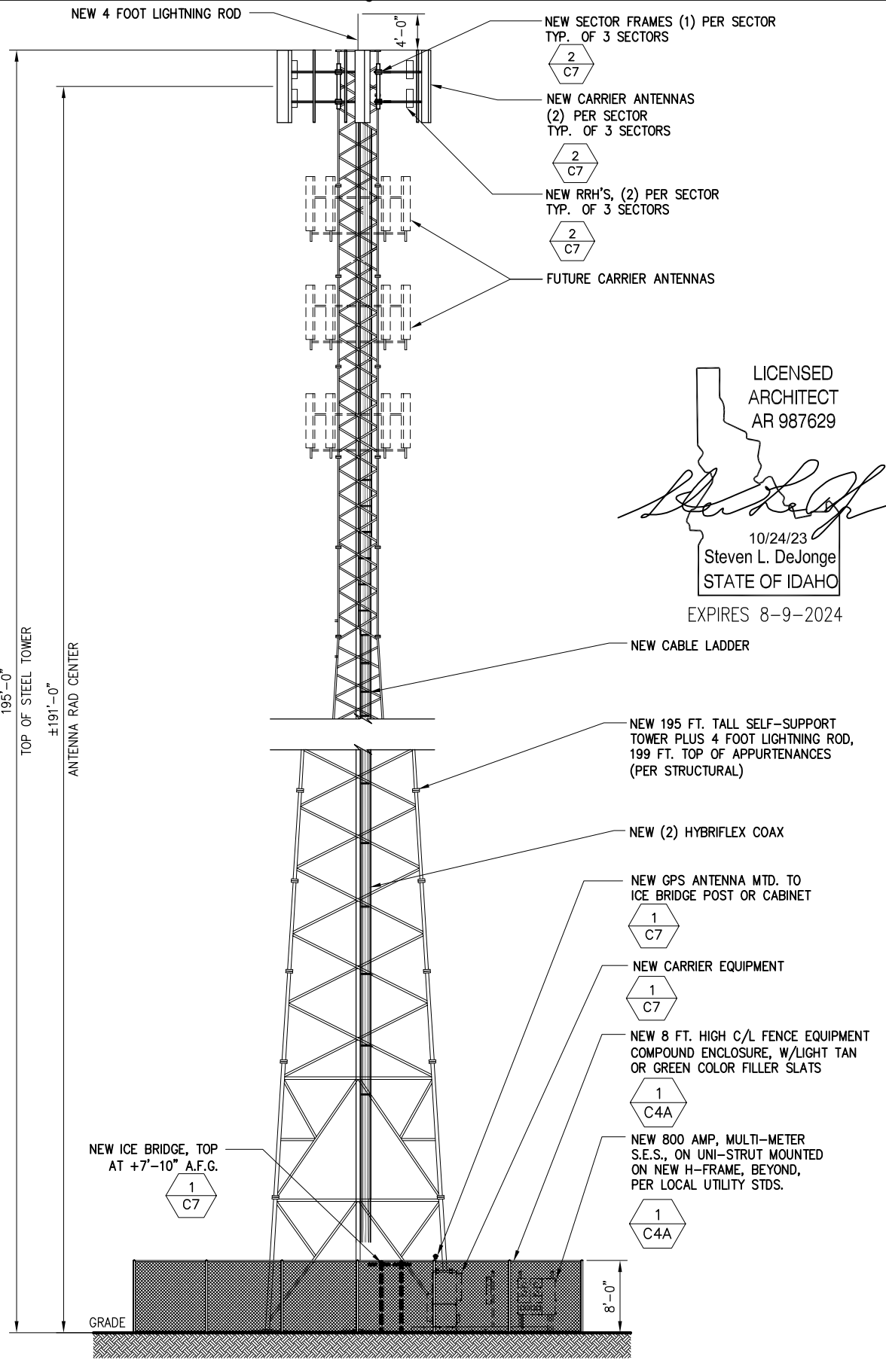


NOTES:  
 1. CONTRACTOR TO COORDINATE & PROVIDE PRIVATE LOCATING SERVICE PRIOR TO CONSTRUCTION.  
 2. ALL CABLING TO RUN INSIDE CABLE LADDER

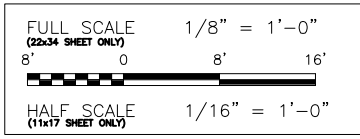
NOTE:  
 STRUCTURAL ANALYSIS REQUIRED

NOTE:  
 TOWER DRAWING SHOWN IS DIAGRAMMATIC FOR ILLUSTRATIVE PURPOSES, SEE STRUCTURAL FOR ACTUAL TOWER DESIGN

2 NORTH ELEVATION  
 SCALE: 1/16" = 1'-0" (11x17)  
 SCALE: 1/8" = 1'-0" (22x34)



1 EAST ELEVATION  
 SCALE: 1/16" = 1'-0" (11x17)  
 SCALE: 1/8" = 1'-0" (22x34)



UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS



LICENSED ARCHITECT  
 AR 987629  
 Steven L. DeJonge  
 STATE OF IDAHO  
 EXPIRES 8-9-2024

| No. | Submission / Revision | App'd | Date     |
|-----|-----------------------|-------|----------|
| 0   | CONSTRUCTION DRAWINGS | SLD   | 10/23/23 |

Drawn: SLD Date: 10/23/23  
 Designed: SLD Date: 10/23/23  
 Checked: MS Date: 10/23/23

Project Number  
 US-ID-5082

Project Title  
 KARCHER  
 16261 KARCHER RD.  
 CALDWELL, ID 83607  
 CANYON COUNTY

Engineer Stamp

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY. PRELIMINARY UNLESS SIGNED

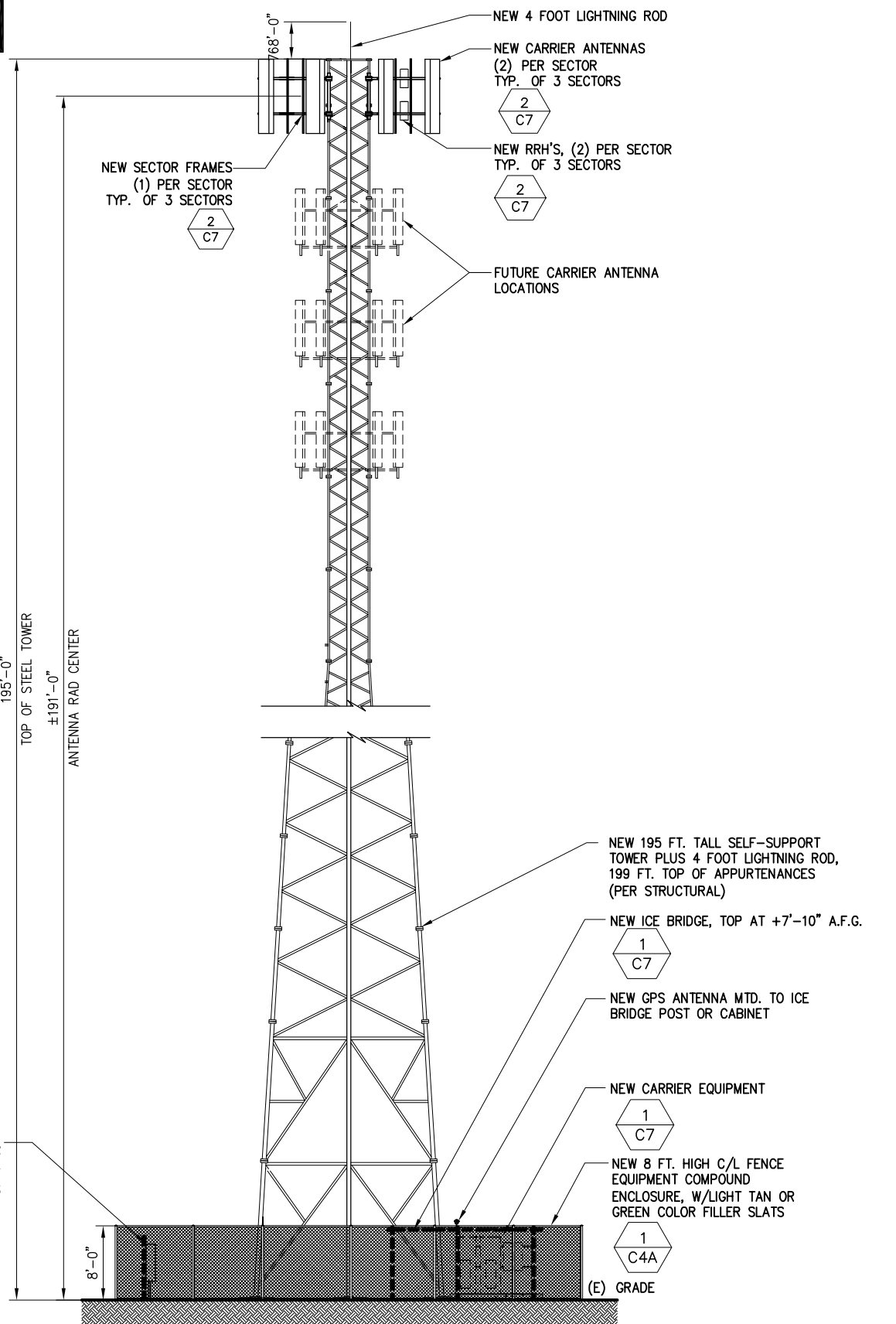
Drawing Title  
 TOWER ELEVATION

Drawing Scale:  
 AS NOTED

Date:  
 10/24/2023

Drawing Number  
 C5

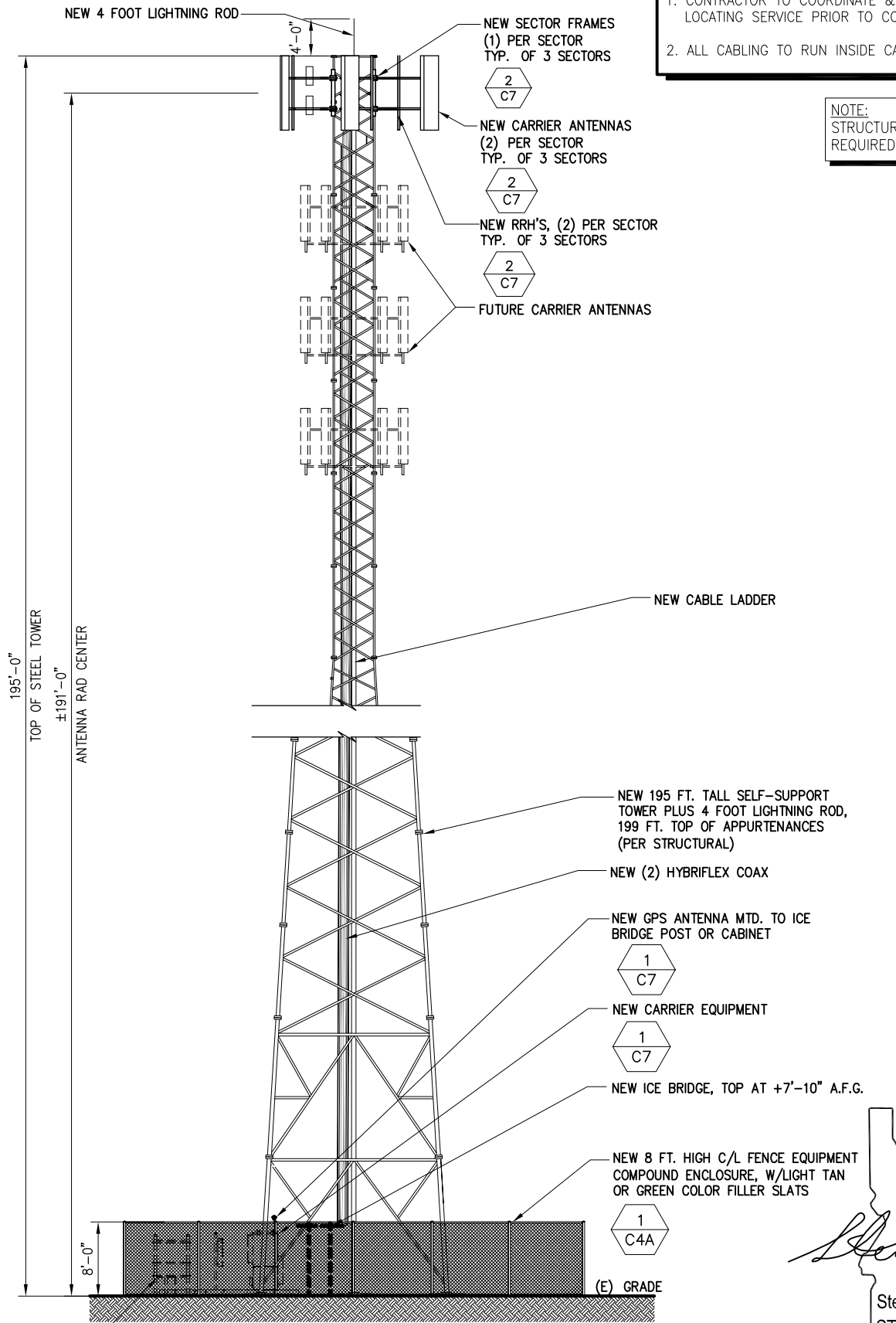
NOTE:  
TOWER DRAWING SHOWN IS  
DIAGRAMMATIC FOR ILLUSTRATIVE  
PURPOSES, SEE STRUCTURAL  
FOR ACTUAL TOWER DESIGN



2 SOUTH ELEVATION  
SCALE: 1/16" = 1'-0" (11x17)  
SCALE: 1/8" = 1'-0" (22x34)

NOTES:  
1. CONTRACTOR TO COORDINATE & PROVIDE PRIVATE  
LOCATING SERVICE PRIOR TO CONSTRUCTION.  
2. ALL CABLING TO RUN INSIDE CABLE LADDER.

NOTE:  
STRUCTURAL ANALYSIS  
REQUIRED



1 WEST ELEVATION  
SCALE: 1/16" = 1'-0" (11x17)  
SCALE: 1/8" = 1'-0" (22x34)



| No. | Submission / Revision | App'd | Date     |
|-----|-----------------------|-------|----------|
| 0   | CONSTRUCTION DRAWINGS | SLD   | 10/23/23 |

Drawn: SLD Date: 10/23/23  
Designed: SLD Date: 10/23/23  
Checked: MS Date: 10/23/23

Project Number  
US-ID-5082

Project Title  
KARCHER  
16261 KARCHER RD,  
CALDWELL, ID 83607  
CANYON COUNTY

Engineer Stamp

THIS DOCUMENT CONTAINS AN ELECTRONIC  
SIGNATURE. IT IS A VIOLATION FOR ANY  
PERSON UNLESS UNDER THE DIRECT  
SUPERVISION OF THE REGISTRANT TO  
MODIFY THIS DOCUMENT IN ANY WAY.  
PRELIMINARY UNLESS SIGNED

Drawing Title  
TOWER ELEVATION

Drawing Scale:  
AS NOTED

Date:  
10/24/2023

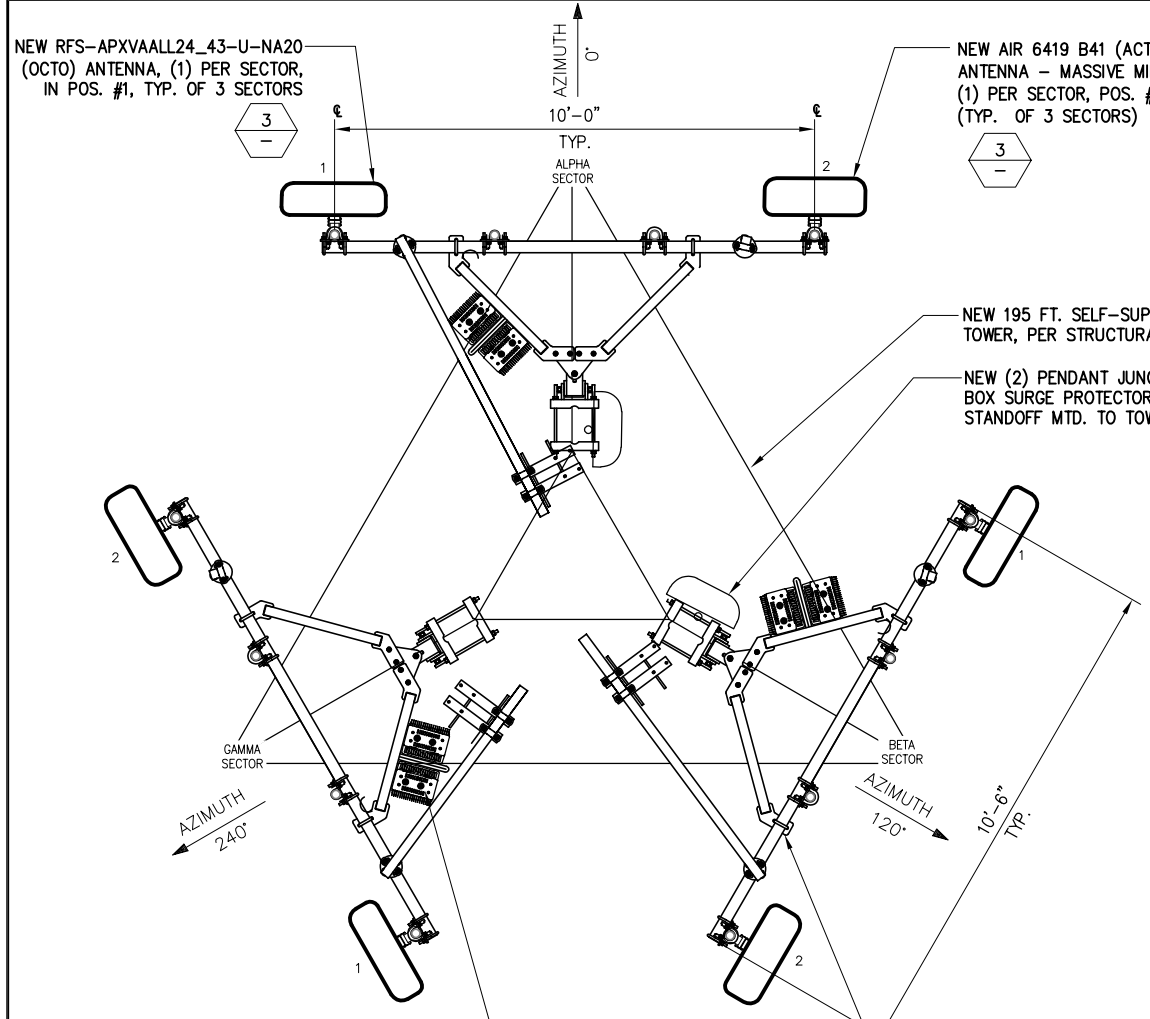
UNAUTHORIZED ALTERATION OR ADDITION  
TO THIS DOCUMENT IS A VIOLATION OF  
APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number  
C6

LICENSED  
ARCHITECT  
AR 987629

10/24/23  
Steven L. DeJonge  
STATE OF IDAHO

EXPIRES 8-9-2024



**2 ANTENNA PLAN**  
 SCALE: 1/4" = 1'-0" (11x17)  
 SCALE: 1/2" = 1'-0" (22x34)

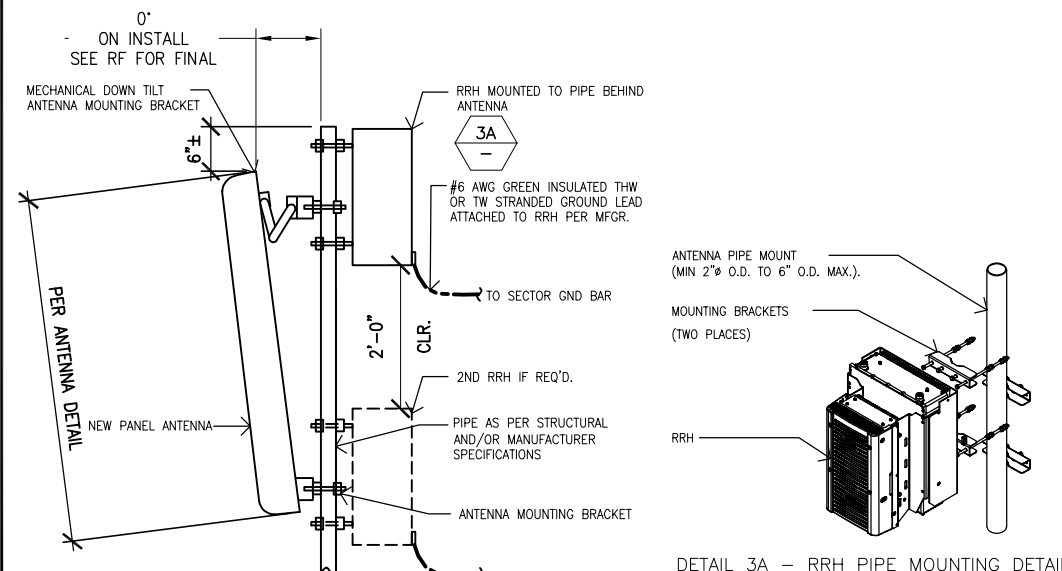
NOTE:  
 FINAL ANTENNA & AZIMUTHS TO  
 BE DETERMINED BY RF ENGINEER

NEW RRU'S FOR OCTO ANTENNA  
 (2) PER SECTOR  
 (TYP. OF 3 SECTORS)

NEW SECTOR FRAME MOUNT KIT  
 VFA10-HD W/TIEBACKS, (1) PER  
 SECTOR, TYP. (3) SECTORS

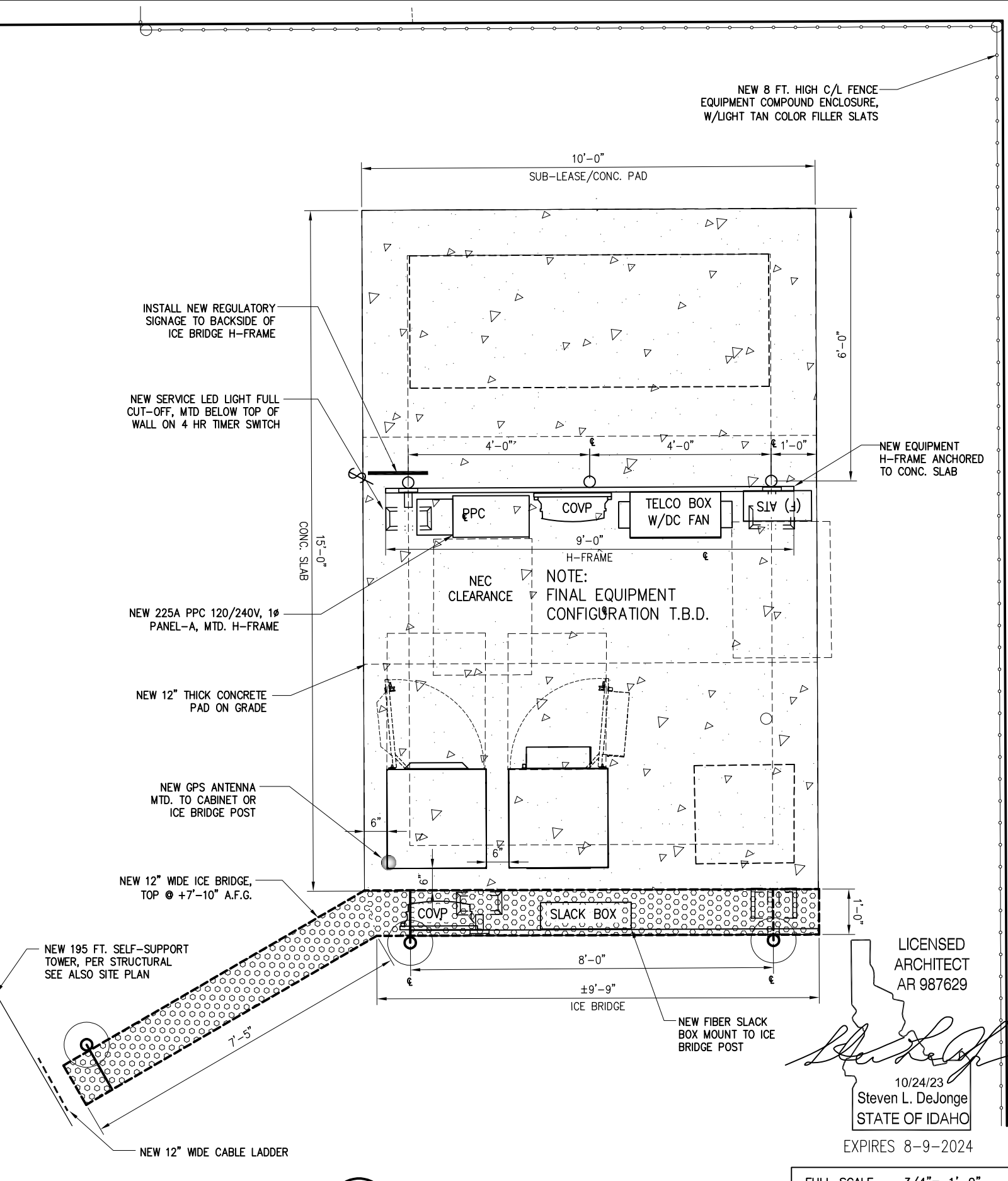
NEW AIR 6419 B41 (ACTIVE  
 ANTENNA - MASSIVE MIMO)  
 (1) PER SECTOR, POS. #2  
 (TYP. OF 3 SECTORS)

NEW 195 FT. SELF-SUPPORT  
 TOWER, PER STRUCTURAL  
 NEW (2) PENDANT JUNCTION  
 BOX SURGE PROTECTORS ON  
 STANDOFF MTD. TO TOWER LEG

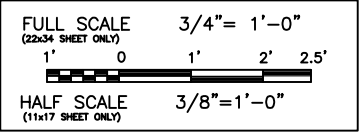


**3 TYPICAL ANTENNA & RRH MOUNTING DETAIL**  
 SCALE: N.T.S.

DETAIL 3A - RRH PIPE MOUNTING DETAIL



**1 CARRIER LEASE AREA PLAN**  
 SCALE: 3/8" = 1'-0" (11x17)  
 SCALE: 3/4" = 1'-0" (22x34)



NEW 8 FT. HIGH C/L FENCE  
 EQUIPMENT COMPOUND ENCLOSURE,  
 W/LIGHT TAN COLOR FILLER SLATS

INSTALL NEW REGULATORY  
 SIGNAGE TO BACKSIDE OF  
 ICE BRIDGE H-FRAME  
 NEW SERVICE LED LIGHT FULL  
 CUT-OFF, MTD BELOW TOP OF  
 WALL ON 4 HR TIMER SWITCH

NEW 225A PPC 120/240V, 1Ø  
 PANEL-A, MTD. H-FRAME

NEW 12" THICK CONCRETE  
 PAD ON GRADE

NEW GPS ANTENNA  
 MTD. TO CABINET OR  
 ICE BRIDGE POST

NEW 12" WIDE ICE BRIDGE,  
 TOP @ +7'-10" A.F.G.

NEW 195 FT. SELF-SUPPORT  
 TOWER, PER STRUCTURAL  
 SEE ALSO SITE PLAN

NEW 12" WIDE CABLE LADDER

NOTE:  
 FINAL EQUIPMENT  
 CONFIGURATION T.B.D.

NEW EQUIPMENT  
 H-FRAME ANCHORED  
 TO CONC. SLAB

LICENSED  
 ARCHITECT  
 AR 987629

10/24/23  
 Steven L. DeJonge  
 STATE OF IDAHO

EXPIRES 8-9-2024



| No. | Submission / Revision | App'd | Date     |
|-----|-----------------------|-------|----------|
| 0   | CONSTRUCTION DRAWINGS | SLD   | 10/23/23 |

Drawn: SLD Date: 10/23/23  
 Designed: SLD Date: 10/23/23  
 Checked: MS Date: 10/23/23

Project Number  
 US-ID-5082

Project Title  
 KARCHER  
 16261 KARCHER RD.  
 CALDWELL, ID 83607  
 CANYON COUNTY

Engineer Stamp

THIS DOCUMENT CONTAINS AN ELECTRONIC  
 SIGNATURE. IT IS A VIOLATION FOR ANY  
 PERSON UNLESS UNDER THE DIRECT  
 SUPERVISION OF THE REGISTRANT, TO  
 MODIFY THIS DOCUMENT IN ANY WAY.  
 PRELIMINARY UNLESS SIGNED

Drawing Title  
 EQUIPMENT & ANTENNA  
 LAYOUTS

Drawing Scale:  
 AS NOTED  
 Date:  
 10/24/2023

ZD

UNAUTHORIZED ALTERATION OR ADDITION  
 TO THIS DOCUMENT IS A VIOLATION OF  
 APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number

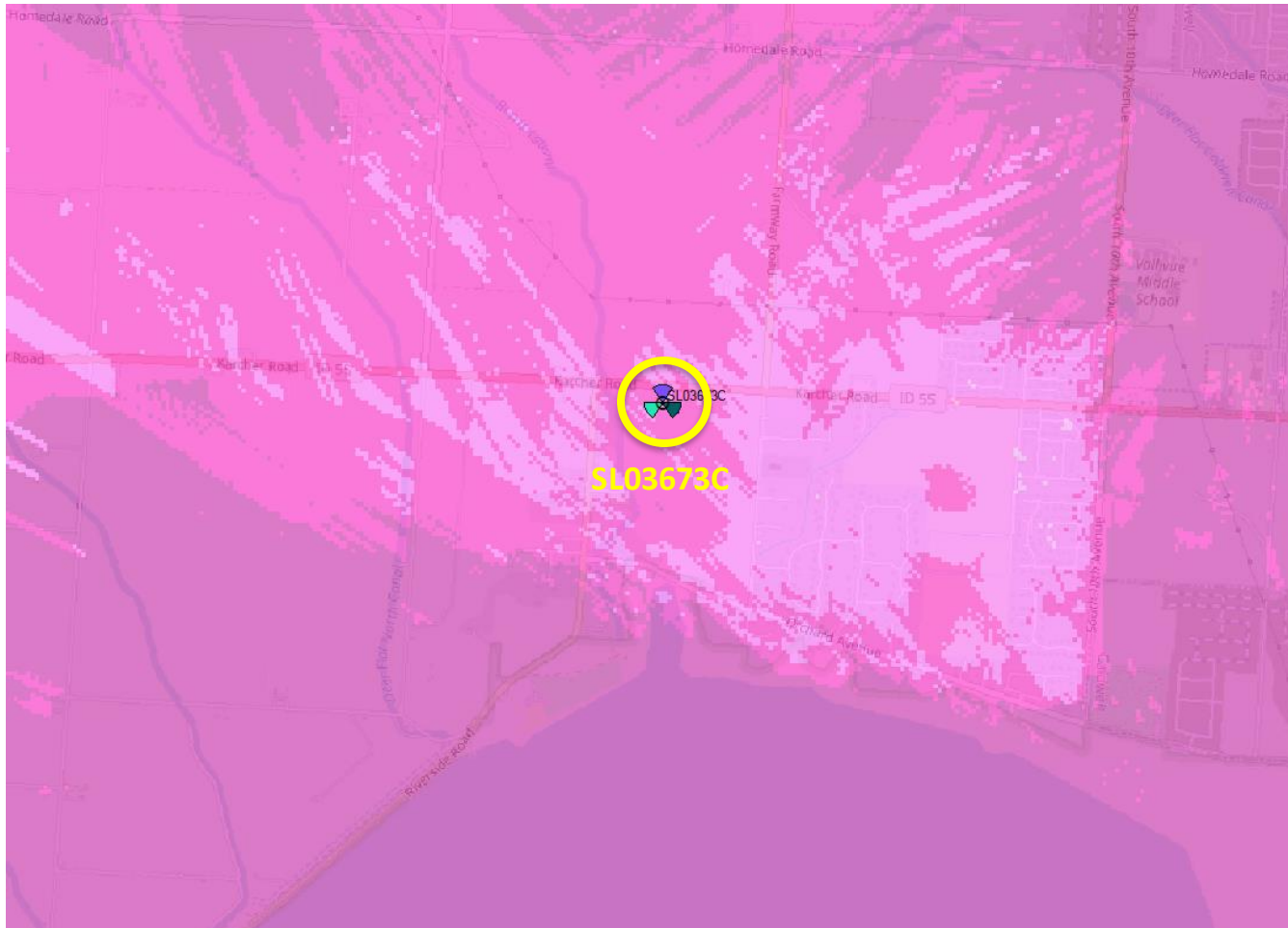
C7



# SL03673C Zoning Coverage Plots

# Current T-Mobile Coverage

## Current coverage without proposed site SL03673C

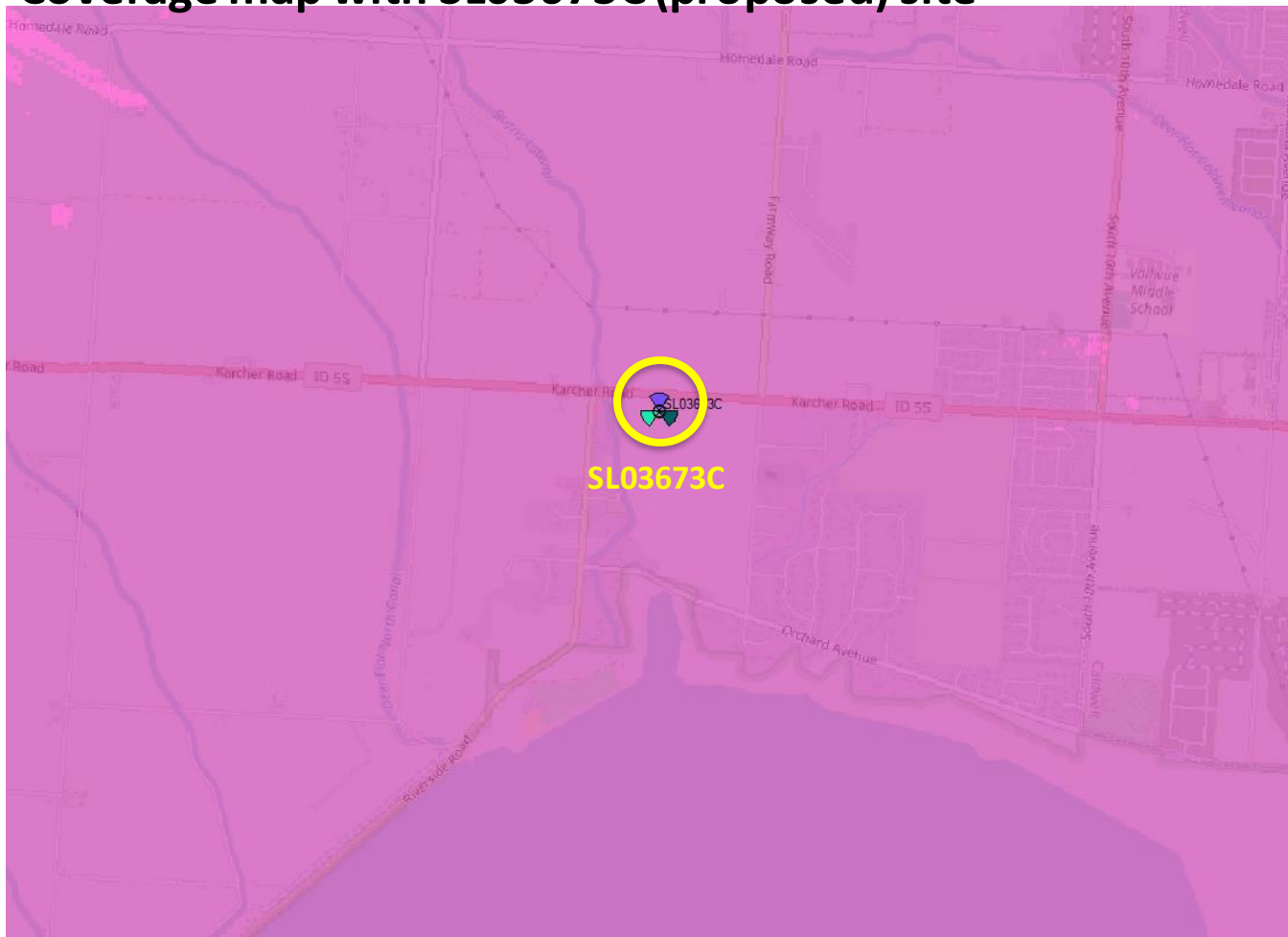


The Current coverage Map shows Current T-Mobile customers experience poor signal level resulting in poor quality calls, the inability to make or receive calls, text messages & SMS messaging, with slow to no data speeds

- In-Building Commercial Coverage
- In-Building Residential Coverage
- In-Vehicle Coverage
- Outdoor Coverage

# New T-Mobile Coverage with Proposed Site

## Coverage map with SL03673C (proposed) site



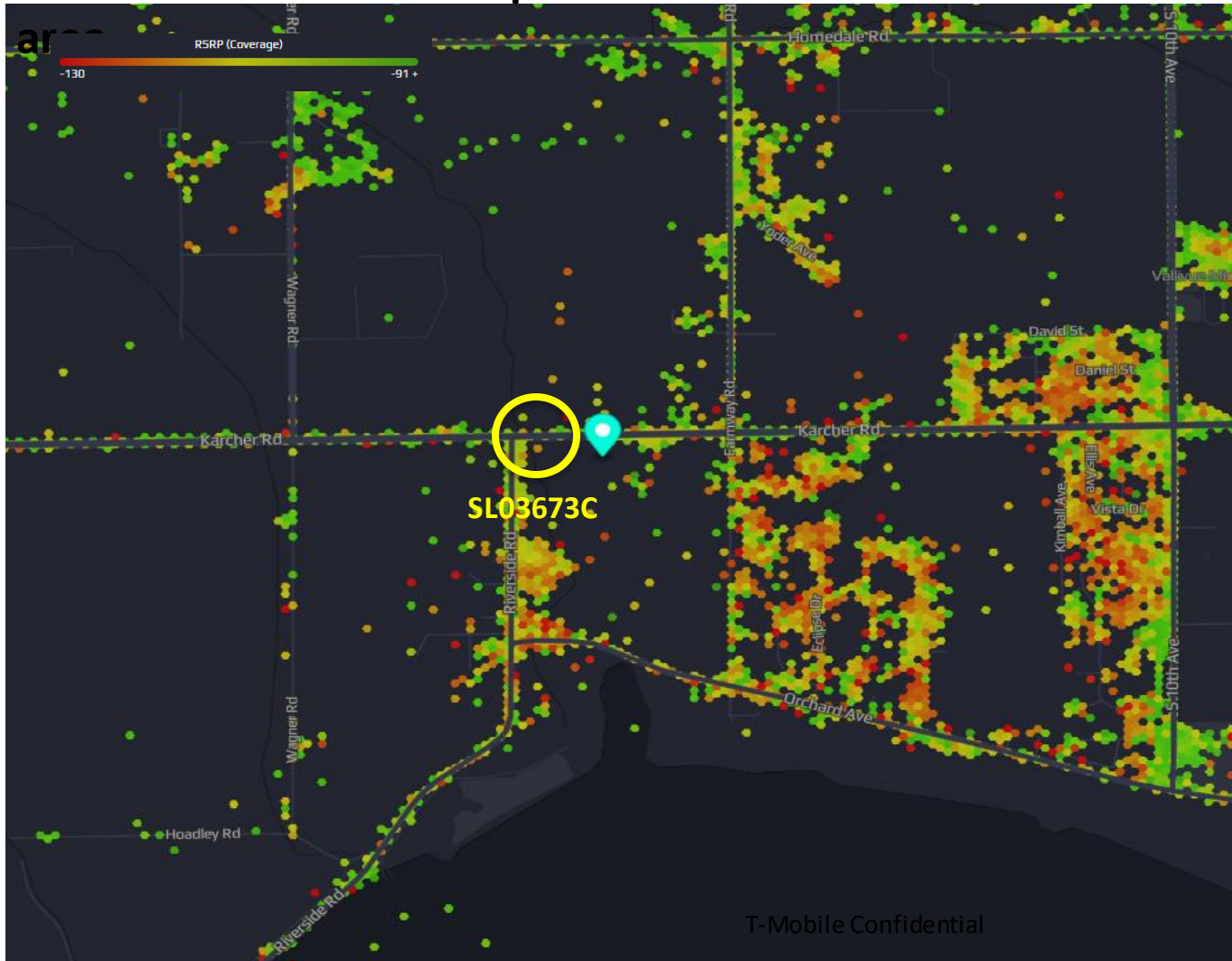
Based on the predicted coverage Map, after the site is brought on-air, it will cover Customers (both current & Future) that are currently having either poor or no coverage, while improving the signal levels resulting in good call quality, reliable text & SMS messaging, faster data speeds and the site will have 5G.

The new site will also off-load traffic from the heavily-used neighboring sites and thus improve the customer experience in the area

- In-Building Commercial Coverage
- In-Building Residential Coverage
- In-Vehicle Coverage
- Outdoor Coverage

# Current T-Mobile Customer Experience

## Actual Customer level Experience in the Lake Lowell area recreation



The Orange & Red dots indicate low to very low signal. This means current customers will experience very low/weak signal levels resulting in poor quality calls (garble, sounding like a robot), slow text & SMS messaging, very slow-to-no data speeds



Matthew Schutjer  
1125 E. Browning Ave.  
Salt Lake City, UT 84105  
[matthew@ragedevelopment.com](mailto:matthew@ragedevelopment.com)  
801.809.7806  
12/19/2023

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT  
111 North 11th Avenue, #310, Caldwell, ID 83605

Subject: Letter of Intent for a New Wireless Telecommunications Facility

Dear Members of the Canyon County Planning Commission,

I am writing to express our intent to establish a new unmanned wireless telecommunications facility, specifically a cell tower, in Canyon County. This facility aims to address the pressing need for enhanced wireless coverage in the area and, more importantly, contribute to the improvement of Emergency 911 services, ensuring the safety and well-being of our community members.

**Project Overview:**

1. **Location:** The proposed location for the cell tower is 16261 Karcher Rd., Caldwell, 83607. This site has been strategically chosen to optimize coverage in areas where the existing network infrastructure is insufficient, and it has been determined to have minimal impact on the surrounding environment.
2. **Coverage Need:** The rapid growth in population and the increasing reliance on mobile communication necessitate the expansion of our wireless network. The proposed facility aims to alleviate existing coverage gaps and enhance the overall reliability and quality of wireless services in Canyon County. This, in turn, will support the economic development and day-to-day communication needs of residents and businesses alike.

**Impact on Emergency 911 Services:**

1. **Critical Importance:** Timely and reliable communication is paramount in emergency situations. The proposed cell tower will significantly improve the reach and effectiveness of Emergency 911 services in Canyon County. Enhanced connectivity will enable faster response times, more accurate location tracking, and improved communication capabilities during emergencies.
2. **Public Safety:** The deployment of this telecommunications facility aligns with our commitment to public safety. By providing seamless communication for

emergency responders and residents, we aim to create a safer environment and reduce potential risks associated with inadequate network coverage.

**Traffic Impact:**

1. **Unmanned Facility:** It is crucial to note that the proposed cell tower is unmanned and will not contribute to existing or future traffic concerns. The construction phase will be managed efficiently to minimize any temporary disruptions, and once completed, the facility will operate seamlessly without impacting local traffic patterns.
2. **Compliance with Regulations:** We are dedicated to complying with all relevant regulations and guidelines set forth by the Canyon County Planning Commission. Our project team is prepared to collaborate closely with your commission and any other relevant authorities to ensure the successful implementation of this telecommunications facility.

In conclusion, the establishment of this unmanned wireless telecommunications facility is vital for addressing the current coverage gaps, improving Emergency 911 services, and fostering a safer and more connected community in Canyon County. We look forward to working closely with the Canyon County Planning Commission to navigate through the necessary approval processes and ensure the successful implementation of this project.

Thank you for your time and consideration.

Sincerely,

*Matthew Schutjer*

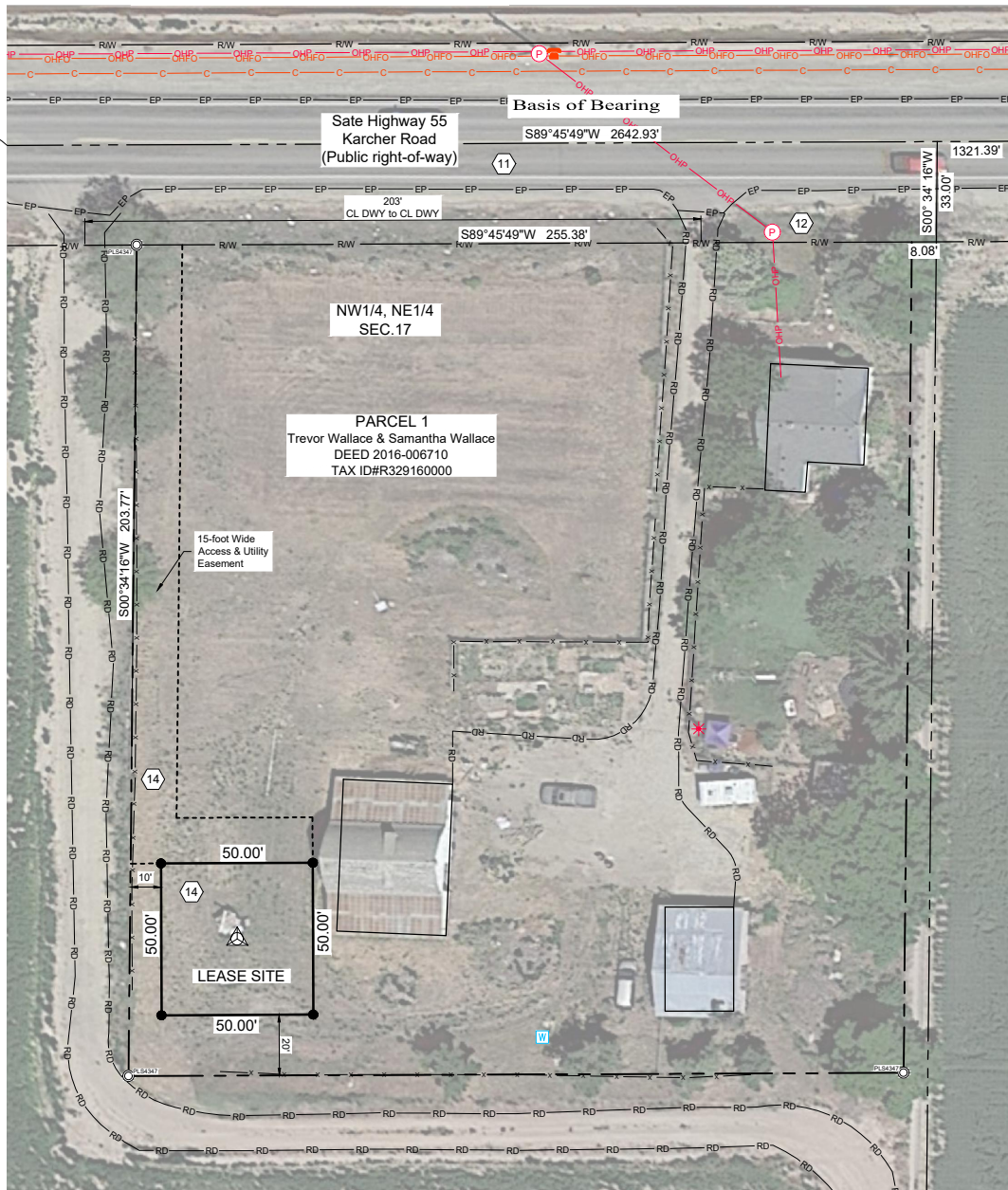
Matthew Schutjer

Rage Development on Behalf of Vertical Bridge





- LEGEND**
- LEASE SITE BOUNDARY
  - LESSOR'S BOUNDARY
  - NEW EASEMENT
  - RECORD EASEMENT
  - RIGHT-OF-WAY
  - CENTER LINE
  - RECORD BOUNDARY
  - SECTIONAL LINES
  - TIE/DETAIL
  - EP --- EDGE OF PAVEMENT
  - RD --- EDGE OF DIRT ROAD
  - EG --- EDGE OF GRAVEL
  - GS --- EDGE OF GRASS
  - FENCE / GATE
  - OHP --- OVERHEAD POWER LINE
  - OHC --- OVERHEAD COMMUNICATION LINE
  - C --- UNDERGROUND COMMUNICATIONS LINE
  - W --- WATER LINE
  - SD --- STORM DRAIN LINE
  - IR --- GRAVITY IRRIGATION LINE
  - IR-P --- PRESURIZED IRRIGATION LINE
  - S --- SEWER LINE
  - GAS --- GAS LINE
  - GEO --- GEO-THERMO LINE
  - POC --- POINT OF COMMENCEMENT
  - POB --- POINT OF BEGINNING
  - POT --- POINT OF TERMINUS
  - (1) --- TITLE POLICY EXCEPTION NUMBER / EASEMENT LABEL
  - 1 --- LOT NUMBER
  - CELL TOWER
  - BRASS CAP MONUMENT
  - ALUMINUM CAP MONUMENT
  - 5/8" REBAR
  - 1/2" REBAR
  - SPIKE WITH ROOSTER TAIL
  - SURVEY CONTROL POINT (AS NOTED)
  - CALCULATION POINT
  - UTILITY POLE
  - UTILITY POLE (DIP POLE)
  - UTILITY POLE WITH TRANSFORMER
  - LIGHT
  - GUY ANCHOR
  - JUNCTION BOX
  - COMMUNICATIONS RISER
  - COMMUNICATIONS MARKER
  - GAS MARKER
  - MANHOLE
  - VALVE
  - FIRE HYDRANT
  - METER
  - WATER SPIGOT
  - CLEANOUT
  - CATCH BASIN
  - ROOF DRAIN
  - IRRIGATION BOX
  - WATER WELL
  - BOLLARD
  - MAIL BOX
  - SIGN
  - PAINT STRIPE
  - TREE, TRUNK DIAMETER IN INCHES, CANOPY DRAWN TO SCALE
  - SIDEWALK
  - CURB & GUTTER
  - AC --- AIR CONDITIONER
  - BLD --- BUILDING
  - CONC --- CONCRETE / CONCRETE PIPE
  - CR --- CORNER RECORD I.N.
  - E --- EASEMENT
  - GVL --- GRAVEL
  - GRS --- GRASS
  - HC --- HANDICAP
  - I.N. --- INSTRUMENT NUMBER
  - PLT --- PLANTER
  - ROS --- RECORD OF SURVEY
  - RMP --- RAMP



- SCHEDULE B EXCEPTIONS**  
ALLIANCE TITLE & ESCROW: FILE # VTB-160763-C, OCTOBER 2, 2023
- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met. NOT THE TYPE TO BE DEPICTED HEREON.
  - Rights or claims of parties in possession not shown by the public records. NOT THE TYPE TO BE DEPICTED HEREON.
  - Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records. NOT SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
  - Easements, or claims of easements, not shown by the public records. NOT SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
  - Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records. NOT THE TYPE TO BE DEPICTED HEREON.
  - (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records. NOT THE TYPE TO BE DEPICTED HEREON.
  - Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records. NOT THE TYPE TO BE DEPICTED HEREON.
  - Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable. NOT THE TYPE TO BE DEPICTED HEREON.
  - Levies and assessments of the Wilder Irrigation District, and the rights, powers and easements of said district as by law provided. NOT THE TYPE TO BE DEPICTED HEREON.
  - Ditch, road and public utility easements as the same may exist over said premises. NOT SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
  - Rights of the public in and to that portion of the premises lying within Karcher Road. SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
  - An easement for the purpose shown below and rights incidental thereto as set forth in document:  
Granted To: Idaho Power Company Purpose: Public Utilities  
Recorded: July 11, 1929 Book: 12 of Miscellaneous, Page: 561  
SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
  - A Deed of Trust to secure an indebtedness in the amount shown below.  
Amount: \$130,000.00  
Trustor/Grantor: Trevor Wallace and Samantha Wallace, husband and wife  
Trustee: First American Title Insurance Company  
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Guild Mortgage Company, a California Limited Liability Company, its successors and/or assigns  
Dated: May 19, 2021 Recorded: May 25, 2021 Instrument No.: 2021-037607  
NOT THE TYPE TO BE DEPICTED HEREON.
  - An unrecorded lease with certain terms, covenants, conditions and provisions and access rights, as may be set forth therein:  
Lessor: Trevor Wallace and Samantha Wallace, husband and wife  
Lessee: VB BTS II, LLC, a Delaware limited liability company  
Disclosed by: Memorandum of Option to Lease  
Recorded: August 22, 2023 Instrument No.: 2023-027052  
SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
  - Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term. NOT THE TYPE TO BE DEPICTED HEREON.

**LEGAL DESCRIPTION**  
ALLIANCE TITLE & ESCROW: FILE #648738, SEPTEMBER 21, 2023

This parcel is situated in the Northwest Quarter of the Northeast Quarter of Section 17, Township 3 North, Range 3 West of the Boise Meridian, and is more particularly described as follows: COMMENCING at the Northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 1°00'00" West, along the East boundary of said Northwest Quarter of the Northeast Quarter, a distance of 33.00 feet to a point on the South boundary of the right of way for State Highway 55; thence North 89°48'00" West, along the South boundary of the right of way for said State Highway 55, and parallel with the North boundary of said Northwest Quarter of the Northeast Quarter, a distance of 8.00 feet to the TRUE POINT OF BEGINNING; thence South 1°00'00" West, parallel with the East boundary of said Northwest Quarter of the Northeast Quarter, a distance of 273.77 feet; thence North 89°48'00" West, parallel with the North boundary of said Northwest Quarter of the Northeast Quarter, a distance of 255.38 feet; thence South 89°48'00" East, parallel with the East boundary of said Northwest Quarter of the Northeast Quarter, a distance of 273.77 feet to a point on the South boundary of the right of way for said State Highway 55, and parallel with the North boundary of said Northwest Quarter of the Northeast Quarter, a distance of 255.38 feet to the TRUE POINT OF BEGINNING.

**BASIS OF BEARING**

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BY GPS TECHNIQUES, PROJECTED TO THE IDAHO STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM, WEST ZONE. ALL BEARINGS SHOWN ARE ON GRID AZIMUTH AND ALL DISTANCES SHOWN ARE AT GROUND. REFER TO THE DRAWING FOR THE SPECIFIC LINE AND MONUMENTS USED.

**UTILITY LOCATION NOTE**

THE UTILITY LINES SHOWN ON THIS DRAWING WERE DEVELOPED FROM SURFACE EVIDENCE AND LOCATION MARKS.

THE SURVEYOR DOES NOT GUARANTY OR WARRANTY THAT ALL UTILITY LINES ARE SHOWN OR THEIR LOCATION DEFINATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH PRIOR TO CONSTRUCTION.

**CALL DIGLINE, INC. PRIOR TO ANY EXCAVATION.**

**BASIS OF GEODETIC COORDINATES**

(1) THE GEODETIC COORDINATES SHOWN HEREON WERE DERIVED FROM THE NATIONAL GEODETIC SURVEY (OPUS) UTILITY VIA STATIC GPS OBSERVATIONS UPON THE PROJECT CONTROL POINT. ALL SUBSEQUENT OBSERVATIONS WERE PROCESSED USING THE N.G.S. OPUS UTILITY AND TRIMBLE BUSINESS CENTER SOFTWARE  
(2) HORIZONTAL DATUM: THE NORTH AMERICAN DATUM OF 1983 (2011)(EPOCH 2010) IS EXPRESSED IN DECIMAL DEGREES (").  
(3) VERTICAL DATUM: THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (GEOID 18) IS EXPRESSED IN U.S. SURVEY FEET.

- SURVEYOR NOTES**
- This property is located in Flood Zone "X" (Area of minimal flood hazard) on FEMA FIRM Panel number 16027C0375F, effective May 24, 2011.
  - There were no visible encroachments affecting the Lease Area or any of the easements, at the time the survey was completed
  - The Lease Area and all easements lie entirely within the parent parcel
  - The access and utility easements go to a confirmed public right-of-way

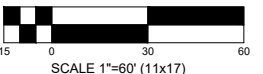
**FAA-FCC 1A GEODETIC COORDINATES (83/88)**

LATITUDE: 43.603127° N  
LONGITUDE: 116.718794° W  
GROUND ELEVATION: 2532'

DESIGNED FOR:  
**VB BTS II  
RAGE  
DEVELOPMENT**



680 #2B S Progress Avenue, Meridian, Idaho 83642  
www.hmh-llc.com  
Tel: 208-342-7957



**SURVEYOR'S CERTIFICATION:**  
RONALD M. HODGE, IDAHO PLS 8575, HEREBY CERTIFY TO Vertical Bridge REIT, LLC, a Delaware limited liability company, its subsidiaries, and their respective successors and/or assigns; and (ii) (c) on the Dominion (Treyas) LLC, as Administrative Agent, for itself and on behalf of the lenders parties from time to time to and for the benefit of the lenders parties to the loan documents, that the information contained herein is true and correct to the best of my knowledge and belief, and that I am duly licensed and qualified to perform the services herein. The purpose of this survey is to support the proposed communication facilities. It depicts existing, readily visible improvements and easements appurtenant to the subject property. Boundary lines shown on this drawing are not certified. The geoid coordinates reported herein are accurate and meet FAA/FCC reporting requirements for a 1A certificate of fifteen feet (207) horizontally and three feet (3') vertically.

| DATE     | CHK | BY |
|----------|-----|----|
| 08-31-23 | CH  | RH |
| 10-09-23 | CE  | RH |
| 10-20-23 | BF  | RH |

THESE OBSERVATIONS WERE MADE IN ACCORDANCE WITH THE PROFESSIONAL SURVEYING ACT AND REGULATIONS FOR THE USE OF SURVEYING INSTRUMENTS AND METHODS. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN THIS DOCUMENT IS PROHIBITED WITHOUT THE WRITTEN CONSENT BY THE SURVEYOR.

| DESCRIPTION                             | DATE | BY |
|---|------|----|
| A. SURVEYED ON                          |      |    |
| B. DRAINED ON                           |      |    |
| C. REVISIONS                            |      |    |
| D. REVISED TO ADD FUTURE TITLE & ESCROW |      |    |

HMH PROJ#: S23011-08 DWG: S23011-08 VP

**ID-5082 KARCHER**  
16261 Karcher Road, Caldwell  
Canyon County, ID 83607

SHEET NAME  
**1A & TITLE SURVEY**

**SU - 1**







**Vertical Bridge File #: US-ID-5082 Tower Title File #: VTB-160763-C**



# **TOWER TITLE**

Tower Title & Closing

18 Imperial Place, Courtyard

Providence, RI 02903

(844) 944-2876

*[COMMITMENT BEGINS ON NEXT PAGE]*



**PRELIMINARY TITLE COMMITMENT ATTACHED**

**Date:** October 2, 2023                      **File No.:** 648738

**Property:** 16261 Karcher Road, Caldwell, ID 83607

**Buyer/Borrower:** VB BTS II, LLC

**Seller:** Trevor Wallace and Samantha Wallace

*In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.*

**Buyer/Borrower**  
VB BTS II, LLC

**Seller:**  
Trevor Wallace and Samantha Wallace

*Yes, it matters where you close.*



# Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

**Escrow Officer**

**Title Officer**

Nick Schug  
nick.schug@alliancetitle.com  
(208) 895-7916  
250 S 5th St., Ste. 100  
Boise, ID 83702

**Email escrow closing documents to:**



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer “Yes” to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver’s license or other valid government issued photo I.D.



## Title Fees & Breakdown

### Coverage

|                        |   |   |                   |
|------------------------|---|---|-------------------|
| <b>Sales Price</b>     |   | \$250,000.00                              |                   |
| <b>Owners Coverage</b> | x | Standard Coverage                         | Extended Coverage |
| <b>Loan Amount</b>     |   |   |                   |
| <b>Loan Coverage</b>   |   | Standard Coverage                         | Extended Coverage |
| <b>Underwriter</b>     |   | Commonwealth Land Title Insurance Company |                   |

### Title Policy Calculations For Disclosure

| Product        | CD Disclosed Premiums | Actual Premiums | Premium Adjustments                       |
|----------------|-----------------------|-----------------|---|
| Loan Policy    | \$0.00                | \$0.00          | (Simultaneous Issue Credit)<br>\$0.00     |
| Owner's Policy | \$1,140.00            | \$1,140.00      | (Short Term Discount. – If Any)<br>\$0.00 |

### Other Borrower Fees

|                                  |  |
|----------------------------------|--|
| <b>Endorsements:</b>             |  |
|                                  |  |
| <b>Inspection Fee</b>            |  |
| <b>Additional Chain</b>          |  |
| <b>Closing Protection Letter</b> |  |
|                                  |  |

### Recording Fees

|                             |  |
|-----------------------------|--|
| <b>Idaho</b>                | \$15 for a Deed less than 30 pages. \$45 for a Deed of Trust/Mortgage with less than 30 pages. Otherwise, \$10 for the first page, \$3 for each additional page  |
| <b>Montana</b>              | \$8.00 per page for a standard/conforming document. Add an additional \$10.00 per document if the document is non-conforming (outside the required margins etc.) |
| <b>Washington</b>           | \$203.50 for the first page of a Deed and \$204.50 for the first page of a Deed of Trust with, \$1 for each additional page                                      |
| <b>Wyoming</b>              | \$12 for the first page, \$3 for each additional page  |
| <b>E-File Fees</b>          |  |
| <b>Idaho</b>                | An additional \$4.75 per document in Idaho   |
| <b>Washington</b>           | An additional \$5.00 (plus sales tax) per document in Washington   |
| <b>Wyoming, and Montana</b> | An additional \$5.00 per document in Wyoming & Montana   |



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)



## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION





**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

**ISSUED BY**  
Commonwealth Land Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Alliance Title & Escrow, LLC  
Issuing Office: 250 S 5th St., Ste. 100, Boise, ID 83702  
Issuing Office's ALTA® Registry ID: 0050412  
Loan Number:  
Issuing Office File Number: 648738  
Property Address: 16261 Karcher Road, Caldwell, ID 83607  
Revision Number: [ ]

1. Commitment Date: September 21, 2023 at 7:30 A.M

2. Policy to be issued:

|                               |                                     |          |                          |              |
|-------------------------------|-------------------------------------|----------|--------------------------|--------------|
| (a) 2021 ALTA® Owner's Policy | <input checked="" type="checkbox"/> | Standard | <input type="checkbox"/> | Extended     |
|                               |                                     | Amount:  |                          | \$250,000.00 |
|                               |                                     | Premium: |                          | \$1,140.00   |

Endorsements:

Proposed Insured:

VB BTS II, LLC

|                            |                          |          |                          |          |
|----------------------------|--------------------------|----------|--------------------------|----------|
| (b) 2021 ALTA® Loan Policy | <input type="checkbox"/> | Standard | <input type="checkbox"/> | Extended |
|                            |                          | Amount:  |                          |          |
|                            |                          | Premium: |                          | \$0.00   |

Endorsements:

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



**Trevor Wallace and Samantha Wallace, husband and wife**

**5. The Land is described as follows:**

**See Attached Exhibit 'A'**

**Commonwealth Land Title Insurance Company**

Countersigned By:

*Nick Schug*

Authorized Signatory

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



**Exhibit 'A'**

This parcel is situated in the Northwest Quarter of the Northeast Quarter of Section 17, Township 3 North, Range 3 West of the Boise Meridian, and is more particularly described as follows:

COMMENCING at the Northeast corner of said Northwest Quarter of the Northeast Quarter; thence

South 1°00'00" West, along the East boundary of said Northwest Quarter of the Northeast Quarter, a distance of 33.00 feet to a point on the South boundary of the right of way for State Highway 55; thence

North 89°48'00" West, along the South boundary of the right of way for said State Highway 55, and parallel with the North boundary of said Northwest Quarter of the Northeast Quarter, a distance of 8.00 feet to the TRUE POINT OF BEGINNING; thence

South 1°00'00" West, parallel with the East boundary of said Northwest Quarter of the Northeast Quarter, a distance of 273.77 feet; thence

North 89°48'00" West, parallel with the North boundary of said Northwest Quarter of the Northeast Quarter, a distance of 255.38 feet; thence

North 1°00'00" East, parallel with the East boundary of said Northwest Quarter of the Northeast Quarter, a distance of 273.77 feet to a point on the South boundary of the right of way for said State Highway 55; thence

South 89°48'00" East, along with South boundary of the right of way for said State Highway 55, and parallel with the North boundary of said Northwest Quarter of the Northeast Quarter, a distance of 255.38 feet to the TRUE POINT OF BEGINNING.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

## ISSUED BY

Commonwealth Land Title Insurance Company

## REQUIREMENTS:

**File Number: 648738**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Furnish recording instructions, completed and executed, when forwarding your encumbrances for recording. This transaction was ordered as a title only transaction and provides for no escrow services. As a result the following services are not provided:  
Any curative action regarding items either shown in Schedule B or made as a requirement herein will be the responsibility of the originating party.  
Alliance Title & Escrow, LLC will not request payoff statements or facilitate the satisfaction of any monetary obligation of the borrower in this transaction.  
No funds will be deposited with Alliance Title & Escrow, LLC and it will not act as closing agent for loan documentation purposes.  
Alliance Title & Escrow, LLC. will not prepare a HUD-1/Settlement Statements in association with this transaction.  
Note: In the event that any of the above requirements are not satisfied at the time of recording and we are authorized by the recording instructions to record your encumbrance with these requirements as "To come" items, they will be inserted in Schedule B of the title insurance policy as exceptions to the policy.  
Please be aware that Idaho recording fees are \$15 for a Deed and \$45 for a mortgage or Deed of Trust under 30 pages.  
All documentation regarding the above referenced order, including the recording package, should be sent directly to Alliance Title & Escrow, LLC at the following address: 250 S 5th St., Ste. 100, Boise, ID 83702
6. The company will require a copy of articles of organization, operating agreements, if any, and a current list of its members and managers for VB BTS II, LLC, a limited liability company.
7. A full copy of any unrecorded lease must be submitted to us, together with all supplements, assignments, and amendments, before issuing any policy of title insurance. The company recognizes that the anticipated policy shall be for a leasehold interest. The company will require recording of a memorandum of lease for insuring the leasehold interest

## NOTES:

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- B. This Company reserves the right to add additional requirements and exceptions, as the details of this transaction are disclosed to, or become known by the Company.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



- C. We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:  
Special Warranty Deed  
Grantor: ARNS, Inc.  
Grantee: Trevor Wallace and Samantha Wallace, husband and wife  
Recorded: February 24, 2016  
Instrument No.: [2016-006710](#)
- D. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,497.28  
Year: 2022  
Parcel No.: [R32916000 0](#)
- E. In the event this transaction fails to close and this commitment is cancelled a fee may be charged complying with the state insurance code.

According to the available County Assessor's Office records, the purported address of said land is:

[16261 Karcher Road, Caldwell, ID 83607](#)

We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Nick Schug, whose direct line is (208) 895-7916.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY Commonwealth Land Title Insurance Company

## EXCEPTIONS:

File Number: 648738

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.
9. Levies and assessments of the Wilder Irrigation District, and the rights, powers and easements of said district as by law provided.
10. Ditch, road and public utility easements as the same may exist over said premises.
11. Rights of the public in and to that portion of the premises lying within Karcher Road.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION





12. An easement for the purpose shown below and rights incidental thereto as set forth in document:  
Granted To: Idaho Power Company  
Purpose: Public Utilities  
Recorded: July 11, 1929  
[Book: 12 of Miscellaneous, Page: 561](#)
13. A Deed of Trust to secure an indebtedness in the amount shown below.  
Amount: \$130,000.00  
Trustor/Grantor: Trevor Wallace and Samantha Wallace, husband and wife  
Trustee: First American Title Insurance Company  
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Guild Mortgage Company, a California Limited Liability Company, its successors and/or assigns  
Dated: May 19, 2021  
Recorded: May 25, 2021  
Instrument No.: [2021-037607](#)
14. An unrecorded lease with certain terms, covenants, conditions and provisions and access rights, as may be set forth therein:  
Lessor: Trevor Wallace and Samantha Wallace, husband and wife  
Lessee: VB BTS II, LLC, a Delaware limited liability company  
Disclosed by: Memorandum of Option to Lease  
Recorded: August 22, 2023  
Instrument No.: [2023-027052](#)
15. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.

## END OF SCHEDULE B

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 648738

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION





**2016-006710**  
RECORDED  
**02/24/2016 02:25 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=3 MBROWN \$16.00  
TYPE: DEED  
TITLEONE BOISE  
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Order No. 14243931

**SPECIAL WARRANTY DEED**

This Special Warranty Deed is between **ARNS, Inc.** ("Grantor"), whose address is 402 Strand Street, Frederiksted, VI 00840, and **Trevor Wallace and Samantha Wallace, husband and wife** ("Grantee"), whose address is 727 Bitterroot Ct, Nampa, ID 83686, witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and its heirs, successors and assigns forever, all the following described real estate situated in the County of Canyon County, State of Idaho:

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

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein ("**Premises**").

To have and to hold, all and singular the Premises together with the appurtenances unto Grantee and its heirs, successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

*[signature pages to follow]*

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 11 day of February, 2016.

ARNS, Inc.

By: Altisource Solutions, Inc., as attorney in fact

*Louquan Hareston*

Authorized Signature - Title

*Authorized Signor*

State of Georgia, County of Felton, ss.

On this 11 day of February, in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Louquan Hareston, known or identified to me to be the Authorized Signor of Altisource Solutions, Inc., Attorney in Fact for ARNS, Inc., and acknowledged to me that he/she executed the same as Authorized Signor of Altisource Solutions, Inc., as Attorney in Fact for ARNS, Inc.

*[Handwritten Signature]*

Notary Public

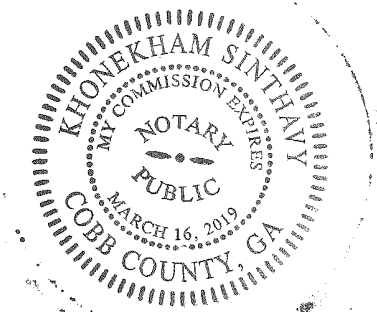
Residing In:

*Georgia*

My Commission Expires:

*3/16/19*

(seal)



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

This parcel is situated in the Northwest quarter of the Northeast quarter of Section 17, Township 3 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

Commencing at the Northeast corner of said Northwest quarter of the Northeast quarter; thence South 1°00'00" West along the East boundary of said Northwest quarter of the Northeast quarter, a distance of 33.00 feet to a point on the South boundary of the right of way for State Highway 55; thence North 89°48'00" West along the South boundary of the right of way for said State Highway 55, and parallel with the North boundary of said Northwest quarter of the Northeast quarter, a distance of 8.00 feet to the True Point of Beginning; thence

South 1°00'00" West parallel with the East boundary of said Northwest quarter of the Northeast quarter a distance of 273.77 feet; thence

North 89°48'00" West parallel with the North boundary of said Northwest quarter of the Northeast quarter, a distance of 255.38 feet; thence

North 1°00'00" East parallel with the East boundary of said Northwest quarter of the Northeast quarter, a distance of 273.77 feet to a point on the South boundary of the right of way for State Highway 55; thence

South 89°48'00" East along the South boundary of the right of way for State Highway 55, and parallel with the North boundary of said Northwest quarter of the Northeast quarter, a distance of 255.38 feet to the True Point of Beginning.

After recording please return to:  
GUILD MORTGAGE COMPANY LLC - ATTN:  
DMD

5887 COPLEY DRIVE  
SAN DIEGO, CA 92111

**2021-037607**  
RECORDED  
**05/25/2021 12:49 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=15 HCRETAL \$45.00  
TYPE: MTG D OF T  
TITLEONE BOISE  
ELECTRONICALLY RECORDED

21407364TB

[Space Above This Line For Recording Data]

Loan No.: 254-2005849

MIN: 100019925420058492

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated **May 19, 2021**, together with all Riders to this document.

(B) **"Borrower"** is **TREVOR WALLACE AND SAMANATHA WALLACE, HUSBAND AND WIFE**. Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is **GUILD MORTGAGE COMPANY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**. Lender is a **limited liability company** organized and existing under the laws of **CALIFORNIA**. Lender's address is **5887 COPLEY DRIVE, SAN DIEGO, CA 92111**.

(D) **"Trustee"** is **FIRST AMERICAN TITLE INSURANCE COMPANY**.

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of **P.O. Box 2026, Flint, MI 48501-2026**, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated **May 19, 2021**. The Note states that Borrower owes Lender **One Hundred Thirty Thousand and 00/100ths Dollars (U.S. \$130,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 1, 2051**.

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."





(H) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **“Riders”** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Revocable Trust Rider          |   |
| <input type="checkbox"/> Other(s) [specify]    |   |   |

(J) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **“Escrow Items”** means those items that are described in Section 3.

(N) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **“Mortgage Insurance”** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **“Periodic Payment”** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **“RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

(R) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.



**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of CANYON  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

**THIS PARCEL IS SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 1 DEGREE 00 MINUTES 00 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE RIGHT OF WAY FOR STATE HIGHWAY 55; THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH BOUNDARY OF THE RIGHT OF WAY FOR SAID STATE HIGHWAY 55, AND PARALLEL WITH THE NORTH BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE EAST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 273.77 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS WEST PARALLEL WITH THE NORTH BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 255.38 FEET; THENCE NORTH 1 DEGREE 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 273.77 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE RIGHT OF WAY FOR STATE HIGHWAY 55; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS EAST ALONG THE SOUTH BOUNDARY OF THE RIGHT OF WAY FOR STATE HIGHWAY 55, AND PARALLEL WITH THE NORTH BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 255.38 FEET TO THE TRUE POINT OF BEGINNING. PARCEL NUMBER: R32916000 0**

which currently has the address of **16261 KARCHER RD**

CALDWELL, Idaho 83607 (“Property Address”):  
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.” Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.



BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.



**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground



rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction,



provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allows the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's





interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender



takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the



Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other



means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's



check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private



party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.


**25. Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.





BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)  
TREVOR WALLACE -Borrower  
[Printed Name]

 (Seal)  
SAMANATHA WALLACE -Borrower  
[Printed Name]

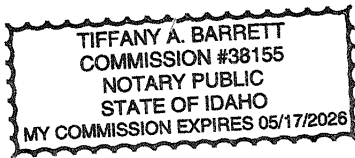
\_\_\_\_ (Seal)  
-Borrower  
[Printed Name]

\_\_\_\_ (Seal)  
-Borrower  
[Printed Name]

ACKNOWLEDGMENT

State of Idaho §  
County of Canyon §  
§

On this 20<sup>th</sup> day of May, in the year of 2021, before me  
Tiffany A. Barrett, personally appeared **TREVOR WALLACE**, known or  
identified to me (or proved to me on the oath of \_\_\_\_\_), to be the person whose name is  
subscribed to the within instrument, and acknowledged to me that he/she executed the same.



(Seal)

Tiffany Barrett  
Notary Public  
My Commission Expires: 05/17/2026  
Residing in: Caldwell Idaho

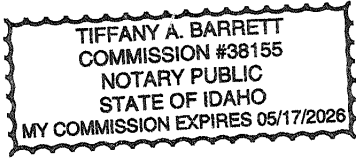


ACKNOWLEDGMENT

State of Idaho  
County of Canyon

§  
§  
§

On this 20<sup>th</sup> day of May, in the year of 2021, before me  
Tiffany A. Barrett, personally appeared SAMANATHA WALLACE,  
known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the person  
whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.



(Seal)

Tiffany A. Barrett  
Notary Public  
My Commission Expires: 05/17/2026  
Residing in: Caldwell, Idaho

Loan Originator Organization: GUILD MORTGAGE COMPANY LLC, NMLSR ID: 3274  
Individual Loan Originator's Name: JOSEPH MICHAEL PATTEE, NMLSR ID: 7464



The NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, Twp. 3 N., Range 4 W., B. M., as the line is now located.

Including always the same rights on, over, along and across any and all alleys, roads, streets and highways, now or hereafter dedicated or constructed within, bordering upon or adjacent to said premises or any part thereof, and including also the right and privilege to trim trees and branches to the extent necessary for the safe and proper operation of the said electrical system.

IN WITNESS WHEREOF, the grantors have hereunto subscribed their names this 11th day of April, 1929.

Witness:

..... H. D. Wilford  
E. W. Meacham Mrs. Ethel Wilford  
STATE OF IDAHO, )  
COUNTY OF Canyon ) ss.

On this 11th day of April, in the year 1929, before me, H. W. Meacham, a Notary Public, personally appeared H. D. Wilford and Mrs. Ethel Wilford, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

(Notarial Seal) H. W. Meacham  
(SEAL) Notary Public, residing in Caldwell, Idaho.  
Commission expires October, 31st, 1931, 1929

STATE of IDAHO ) ss.  
COUNTY of CANYON )

I hereby Certify that this instrument was filed for record at the request of Idaho Power Co. at 22 minutes past 10 o'clock A. M., this 11 day of July, 1929.

MYRTLE BERNARD  
Ex-Officio Recorder.

By C. D. Rush, Deputy.

Fees, \$.60

COMPARED

INSTRUMENT NO. 171906

IDAHO POWER COMPANY  
POLE LINE EASEMENT

Daniel W. Wilson and Minnie E. Wilson, his wife, of Shoshone, Idaho, grantors, for one dollar and other valuable considerations, the receipt of which is hereby acknowledged, hereby grant to Idaho Power Company, a corporation, its licensees, successors and assigns, the right to construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits, or any of them, and their appurtenances, attached to a single line of poles or other supports, with their incidental equipment, on, over and across the following premises in Canyon County, Idaho, to-wit:

as the line is now located on the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17, Twp. 3 N., Range 3 W., B. M.

Including always the same rights on, over, along and across any and all alleys, roads, streets and highways, now or hereafter dedicated or constructed within, bordering upon or adjacent to said premises or any part thereof, and including also the right and privilege to trim trees and branches to the extent necessary for the safe and proper operation of the said electrical system.

IN WITNESS WHEREOF, the grantors have hereunto subscribed their names this first day of April, 1929.

Witness:

Daniel W. Wilson

STATE OF IDAHO, )  
COUNTY OF Lincoln ) ss.

Minnie E. Wilson.

On this 1st day of April, in the year 1929, before me, C. O. Stockslager, a  
Notary Public, personally appeared Daniel W. Wilson and Minnie E. Wilson, his wife, known  
to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged  
to me that \_\_\_\_\_ executed the same.

(Notarial Seal)  
(SEAL)

C. O. Stockslager  
Notary Public, residing in \_\_\_\_\_  
Commission expires Shoshone, 192 \_\_\_\_\_

STATE of IDAHO ) ss.  
COUNTY of CANYON )

I hereby Certify that this instrument was filed for record at the request of  
Idaho Power Co. at 23 minutes past 10 o'clock A. M., this 11 day of July, 1929.

MYRTLE BERNARD  
Ex-Officio Recorder.

By C. D. Rush, Deputy.

Fees, \$.60

COMPARED

INSTRUMENT NO. 171907

IDAHO POWER COMPANY  
POLE LINE EASEMENT

L. Woodhouse and Bessie E. Woodhouse, his wife, of Canyon County, Idaho, grantors  
for one dollar and other valuable considerations, the receipt of which is hereby acknow-  
ledged, hereby grant to Idaho Power Company, a corporation, its licensees, successors and  
assigns, the right to construct, operate, maintain, reconstruct and remove electric trans-  
mission, distribution and telephone circuits, or any of them, and their appurtenances, at-  
tached to a single line of poles or other supports, with their incidental equipment, on,  
over and across the following premises in Canyon County, Idaho, to-wit:

The SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 11, Twp. 3 N., Range 3 W., E. M., as the  
line is now located.

Including always the same rights on, over, along and across any and all alleys,  
roads, streets and highways, now or hereafter dedicated or constructed within, bordering  
upon or adjacent to said premises or any part thereof, and including also the right and  
privilege to trim trees and branches to the extent necessary for the safe and proper opera-  
tion of the said electrical system.

IN WITNESS WHEREOF, the grantors have hereunto subscribed their names this 12th  
day of June, 1929.

Witness:

L. Woodhouse  
Bessie E. Woodhouse

E. W. Meacham

STATE OF IDAHO, )  
COUNTY OF Canyon ) ss.

On this 12th day of June, in the year 1929, before me, E. W. Meacham, a Notary  
Public, personally appeared L. Woodhouse and Bessie E. Woodhouse, his wife, known to me to  
be the persons whose names are subscribed to the within instrument and acknowledged to me  
that they executed the same.

E. W. Meacham  
Notary Public, residing in Caldwell, Idaho.  
Commission expires October 31st, 1931.

(SEAL)  
(Notarial Seal)

STATE of IDAHO ) ss.  
COUNTY of CANYON )

I hereby Certify that this instrument was filed for record at the request of

**2023-027052**  
RECORDED  
**08/22/2023 08:27 AM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=5 JWINSLOW \$22.00  
TYPE: LEASE  
AURO SOLUTIONS, LLC  
ELECTRONICALLY RECORDED

(Above 3" Space for Recorder's Use Only)

**Upon Recording Return to:**

VB BTS II, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, Florida 33487  
Attn: Daniel Marinberg

**Site Name: Karcher**  
**Site Number: US-ID-5082**  
**Commitment #: \_\_\_\_\_**

**MEMORANDUM OF OPTION TO LEASE**

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Agreement**") between **Trevor Wallace and Samantha Wallace**, husband and wife ("**Landlord**"), whose address is 16261 Karcher Rd., Caldwell, ID 83607, and **VB BTS II, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated August 8th, 2023 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of two (2) years from the Effective Date.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;

3. Under certain circumstances, Landlord may not subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES  
BEGIN ON NEXT PAGE]



IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

[Signature]  
Name: Jennifer Lujan

[Signature]  
Trevor Wallace

Date: 8/17/23

[Signature]  
Name: Christella Luri

[Signature]  
Samanatha Wallace

Date: 08/01/2023

STATE OF Idaho

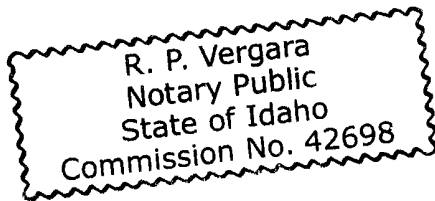
COUNTY OF Canyon

On this 18 day of August, in the year 2023, before me, R.P. Vergara, a Notary Public, personally appeared Trevor Wallace and Samanatha Wallace, known or identified to me (or proved to me on the oath of State ISSUED ID), 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]  
Notary Public

Print Name: R.P. Vergara

My Commission Expires: 08-13-2028



(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:

TENANT:

ALL  
Name: Alex Greenberg  
[Signature]  
Name: Christopher Antoun

**VB BTS II, LLC**  
a Delaware limited liability company  
[Signature]  
By: Tim Tuck  
Name: \_\_\_\_\_  
Title: Vice President - Lease Administration  
Date: 8-8-2023

Leasing Ops <sup>DS</sup> [Signature]

STATE OF FLORIDA

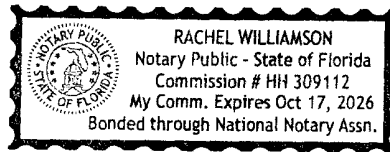
COUNTY OF PALM BEACH

On this 8<sup>th</sup> day of August, 2023, before me Rachel Williamson, a Notary Public, personally appeared Tim Tuck (name of signatory), known or identified to me, to be the VP- Lease Admin. (title of signatory) of the company that executed the above instrument or the person who executed the instrument on behalf of said company and acknowledged to me that such company executed the same.

Rachel Williamson  
Notary Public

Print Name: Rachel Williamson

My Commission Expires: Oct. 17, 2026



**EXHIBIT A**  
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

SEC17T3NR3WBM: NW NE; COMM at NE cor; th S 1\*00'00 W alg E bdry 33.00 ft to pt on S bdry of r/w for State Highway 55; th N 89\* 48'00 W alg S bdry of r/w for said St Hwy & para with N bdry 8.00 ft to TRUE PT of BEG; th S 1\*00'00 W para with E bdry 273.77 ft; th N 89\*48'00 W para with N bdry 255.38 ft; th N 1\*00'00 E para with E bdry 273.77 ft to pt on S bdry of r/w for St Hwy; th S 89\*48'00E alg S bdry of r/w & para with N bdry 255.38 ft to PT of BEG County ID- R32916

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

**Canyon County Development Services**

111 N. 11th Ave. Room 310, Caldwell, ID 83605  
(208) 454-7458

**Building Divsn Email:** buildinginfo@canyoncounty.id.gov **Planning Divsn Email:** zoninginfo@canyoncounty.id.gov

**Receipt Number:** 81329

**Date:** 12/19/2023

**Date Created:** 12/19/2023      **Receipt Type:** Normal Receipt      **Status:** Active  
**Customer's Name:** Mathew Schutjer - Rage Development  
**Comments:** CU2023-0026  
**Site Address:** 16261 KARCHER RD, Caldwell ID / Parcel Number: 32916000 0

**CHARGES**

| <b>Item Being Paid For:</b>       | <b>Application Number:</b> | <b>Amount Paid:</b> | <b>Prevs Pymnts:</b> | <b>Unpaid Amnt:</b> |
|-----------------------------------|----------------------------|---------------------|----------------------|---------------------|
| Planning - Conditional Use Permit | CU2023-0026                | \$950.00            | \$0.00               | \$0.00              |
| <b>Sub Total:</b>                 |                            | \$950.00            |                      |                     |
| <b>Sales Tax:</b>                 |                            | \$0.00              |                      |                     |
| <b>Total Charges:</b>             |                            | \$950.00            |                      |                     |

**PAYMENTS**

| <b>Type of Payment:</b> | <b>Check/Ref Number:</b> | <b>Amount:</b> |
|-------------------------|--------------------------|----------------|
| Credit Card             | 148120235                | \$950.00       |
| <b>Total Payments:</b>  |                          | \$950.00       |

**ADJUSTMENTS**

**Receipt Balance:** \$0.00