











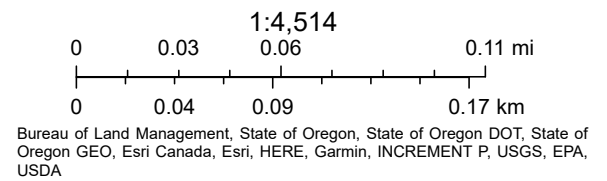


Canyon County, ID Web Map



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

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





CONDITIONAL USE PERMIT PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: Trevor and Samantha Wallace	
	MAILING ADDRESS: 16261 Karcher Rd., Caldwell, 83607	
	PHONE: [REDACTED]	EMAIL: [REDACTED]
<p style="text-align: center;">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.</p> <p>Signature: <u>Trevor Wallace</u> Date: <u>12/19/2023</u></p>		

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

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



AGENCY ACKNOWLEDGMENT

Date: 2/26/24

Applicant: RAGE Development / Rocky 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: 03/15/2024 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: _____

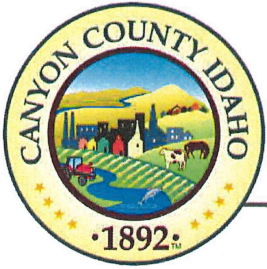
Applicant submitted/met for informal review.

Date: _____ Signed: _____

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

AGENCY LOCATION AND CONTACT		
Southwest District Health		
	Address	Phone Number
	13307 Miami Lane, Caldwell	(208) 455-5400
Highway Districts		
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 th Ave Road, Nampa	(208) 467-6576
Notus-Parma	106 S. 4 th Str., Parma	(208) 722-5343
Idaho Transportation Department		
	Address	Phone Number
	11331 W. Chinden Blvd., Boise	(208) 334-8300
Fire Districts		
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
Irrigation Districts		
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 st 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
City Impact Area		
Agency	Address	Phone Number
Caldwell	621 Cleveland Blvd., Caldwell	(208) 455-3000
Nampa	500 12 th Ave. S., Nampa	(208) 468-4430
Middleton	1103 W. Main St., Middleton	(208) 585-3133
Parma	305 N. 3 rd 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 th St., Wilder	(208) 482-6204

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



AGENCY ACKNOWLEDGMENT

Date: 2/26/24

Applicant: RAGE Development / Rocky Schutjer

Parcel Number: 329160000

Site Address: 16261 Karcher Road, Caldwell, ID 83607

OFFICIAL USE ONLY BELOW THIS LINE – ACKNOWLEDGMENT ACTION:

Southwest District Health:

Applicant submitted/met for official review.

Date: 02/28/2024 Signed: Anth Joe
Authorized Southwest District Health Representative
(This signature does not guarantee project or permit approval)

Fire District:

District: _____

Applicant submitted/met for official review.

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

Highway District:

District: _____

Applicant submitted/met for official review.

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

Irrigation District:

District: _____

Applicant submitted/met for official review.

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

Area of City Impact:

City: _____

Applicant submitted/met for official review.

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

Received by Canyon County Development Services:

Date: _____ Signed: _____
Canyon County Development Services Staff



AGENCY ACKNOWLEDGMENT

Date: 12/13/2023

Applicant: Matthew Schutjer

Parcel Number: 32916000 0

Site Address: 16261 Karcher Road, Caldwell ID, 83607

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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)



AGENCY ACKNOWLEDGMENT

Date: 12/13/2023

Applicant: Matthew Schutjer

Parcel Number: 32916000 0

Site Address: 16261 Karcher Road, Caldwell ID, 83607

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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.

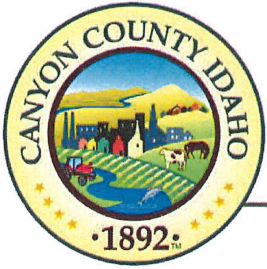
Date: 12/13/23 Signed: Rick Stent, Secretary/Treasurer
Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

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)



AGENCY ACKNOWLEDGMENT

Date: 2/26/24

Applicant: RAGE Development / Rocky Schutjer

Parcel Number: 329160000

Site Address: 16261 Karcher Road, Caldwell, ID 83607

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Southwest District Health:

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Date: 02/28/2024 Signed: Anth Joe
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(This signature does not guarantee project or permit approval)

Fire District:

District: _____

Applicant submitted/met for official review.

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

Highway District:

District: _____

Applicant submitted/met for official review.

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

Irrigation District:

District: _____

Applicant submitted/met for official review.

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

Area of City Impact:

City: _____

Applicant submitted/met for official review.

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

Received by Canyon County Development Services:

Date: _____ Signed: _____
Canyon County Development Services Staff

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)**

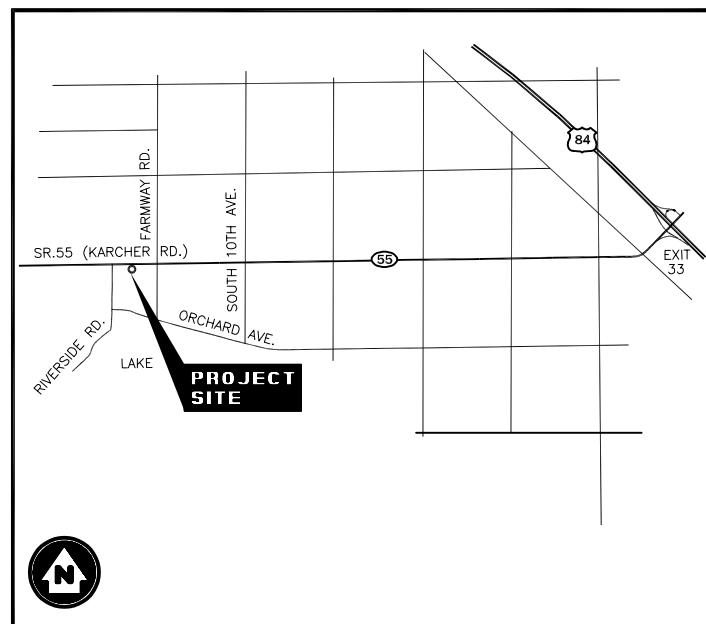
TENANT SITE DETAILS

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

PROJECT INFORMATION

SITE NAME:	KARCHER
SITE NUMBER:	US-ID-5082
SITE ADDRESS:	16261 KARCHER RD. 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 43.603127° N
LONGITUDE:	116° 43' 07.66" W 116.718794° W

DIG ALERT:

CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING:
811

EMERGENCY:
CALL 911

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 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

PROJECT DIRECTORY

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

JURISDICTIONAL APPROVAL

LICENSED ARCHITECT
AR 987629

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

EXPIRES 8-9-2024

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

ZD

Date:

10/24/2023

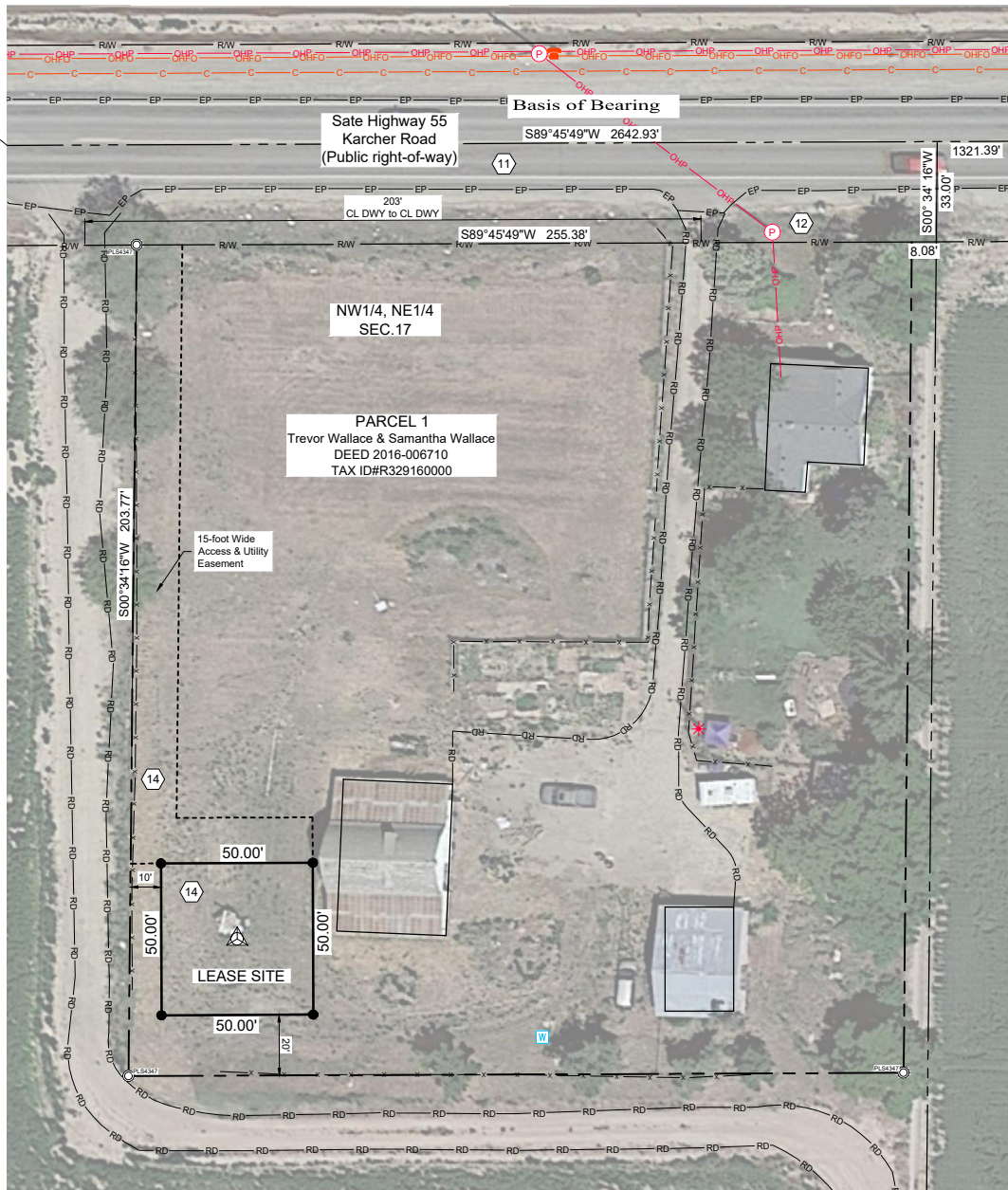
UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number

T1



- 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
 - CT ----- CELL TOWER
 - BC ----- BRASS CAP MONUMENT
 - ACM ----- ALUMINUM CAP MONUMENT
 - 5/8" ----- 5/8" REBAR
 - 1/2" ----- 1/2" REBAR
 - SR ----- SPIKE WITH ROOSTER TAIL
 - SCP ----- SURVEY CONTROL POINT (AS NOTED)
 - CP ----- CALCULATION POINT
 - UP ----- UTILITY POLE
 - UP.D ----- UTILITY POLE (DIP POLE)
 - UP.T ----- UTILITY POLE WITH TRANSFORMER
 - L ----- LIGHT
 - GA ----- GUY ANCHOR
 - JB ----- JUNCTION BOX
 - CR ----- COMMUNICATIONS RISER
 - CM ----- COMMUNICATIONS MARKER
 - GM ----- GAS MARKER
 - M ----- MANHOLE
 - V ----- VALVE
 - FH ----- FIRE HYDRANT
 - M ----- METER
 - WS ----- WATER SPIGOT
 - C ----- CLEANOUT
 - CB ----- CATCH BASIN
 - RD ----- ROOF DRAIN
 - IB ----- IRRIGATION BOX
 - W ----- WATER WELL
 - B ----- BOLLARD
 - MB ----- MAIL BOX
 - S ----- SIGN
 - PAINT STRIPE
 - TD ----- 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
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. NOT THE TYPE TO BE DEPICTED HEREON.
 2. Rights or claims of parties in possession not shown by the public records. NOT THE TYPE TO BE DEPICTED HEREON.
 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. NOT SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
 4. Easements, or claims of easements, not shown by the public records. NOT SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
 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. NOT THE TYPE TO BE DEPICTED HEREON.
 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. NOT THE TYPE TO BE DEPICTED HEREON.
 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. NOT THE TYPE TO BE DEPICTED HEREON.
 8. 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.
 9. 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.
 10. 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.
 11. 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.
 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
 SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
 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
 NOT THE TYPE TO BE DEPICTED HEREON.
 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
 SHOWN HEREON. DOES NOT AFFECT LEASE SITE OR APPURTENANT EASEMENTS.
 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. 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.

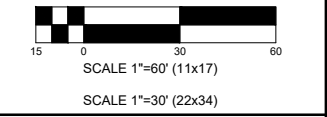
- SURVEYOR NOTES**
- 1) This property is located in Flood Zone "X" (Area of minimal flood hazard) on FEMA FIRM Panel number 16027C0375F, effective May 24, 2011.
 - 2) There were no visible encroachments affecting the Lease Area or any of the easements, at the time the survey was completed
 - 3) The Lease Area and all easements lie entirely within the parent parcel
 - 4) 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



SURVEYOR'S CERTIFICATION:
 I, 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) (or its Dominion (Treyas)) LLC, as Administrative Agent, for itself and on behalf of the lenders parties from time to time to and with the State of Idaho, that the foregoing is a true and correct copy of the original as recorded, modified or renewed, their successors and assigns as their interests may appear, and Future Title & Escrow. The purpose of this survey is to support the proposed communication facilities. It depicts existing, readily visible improvements and easements appurtenant to the property shown. The geoid coordinates reported hereon are accurate and meet FAA/FCC reporting requirements for a 1A certificate of fifteen feet (207) horizontally and three feet (3') vertically.

THESE OBSERVATIONS WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF IDAHO PLS 8575, AND PROTECTED BY THE USE OF AN ELECTRONIC SIGNATURE. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN THIS DOCUMENT IS PROHIBITED WITHOUT THE WRITTEN CONSENT BY THE SURVEYOR.

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

A. SURVEYED ON
 B. DRAINED ON
 C. RECORDED ON
 D. REVISED TO ADD FUTURA TITLE & ESCROW

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

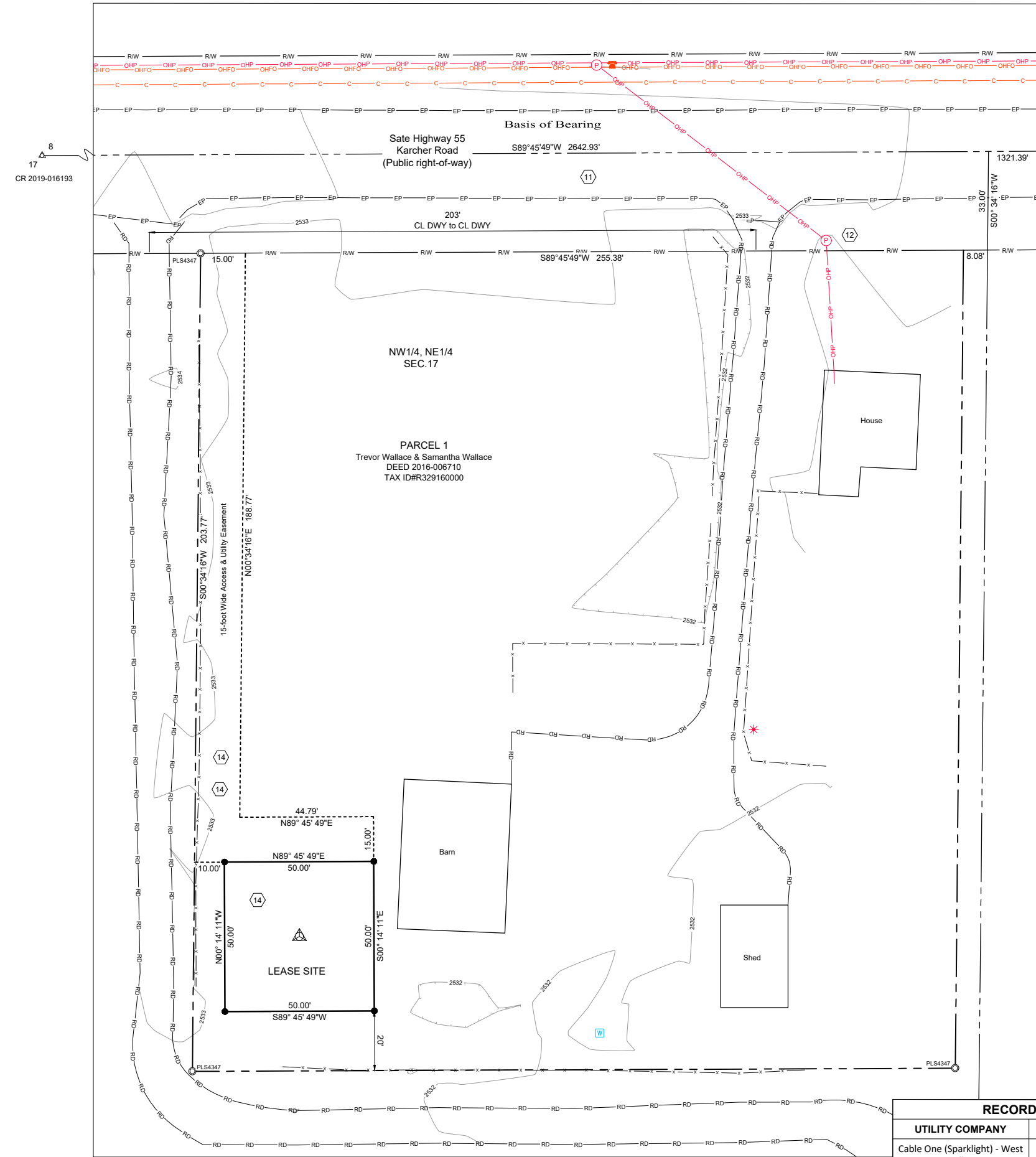
ID-5082 KARCHER
 16261 Karcher Road, Caldwell
 Canyon County, ID 83607

SHEET NAME
1A & TITLE SURVEY

SU - 1



- 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
 - RD --- EDGE OF DIRT ROAD
 - EG --- EDGE OF GRAVEL
 - GS --- EDGE OF GRASS
 - FENCE / GATE
 - OHP --- OVERHEAD POWER LINE
 - OHC --- OVERHEAD 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.
 - ESMT --- EASEMENT
 - GVL --- GRAVEL
 - GRS --- GRASS
 - HC --- HANDICAP
 - I.N. --- INSTRUMENT NUMBER
 - PLT --- PLANTER
 - ROS --- RECORD OF SURVEY
 - RMP --- RAMP



Lease & Easement Legals

Lease Site
 A lease parcel situate in the NW1/4 of the NE1/4 of Section 17, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being a portion of Lessor's parcel (granted under DEED Instrument No. 2016-006710), and more particularly described as follows:

COMMENCING at the northeast corner of Section 17 as described in Corner Record Instrument No. 2019-024766, from which the northwest corner of Section 17, as described in Corner Record Instrument No. 2019-016193, bears South 89°45'49" West, 2,642.93 feet; then South 89°45'49" West, 1,321.54 feet to the northeast corner of the NW1/4 of the NE1/4 of Section 17; then along the easterly boundary of the NW1/4 of the NE1/4, South 00°34'16" West, 33.00 feet to the south right-of-way for State Highway 55;

then along said right-of-way the following two (2) courses and distances:
 then South 89°45'49" West, 8.08 feet to the northeast corner of Lessor's parcel;
 then continue South 89°45'49" West, 255.38 feet to the northwest corner of Lessor's parcel;
 then along the westerly boundary of Lessor's parcel, South 00°34'16" West, 203.77 feet;
 then North 89°45'49" East, 10.00 feet to the northwest corner of the Lease Site and the POINT OF BEGINNING;

Thence North 89°45'49" East, 50.00 feet;
 Thence South 00°14'11" East, 50.00 feet;
 Thence South 89°45'49" West, 50.00 feet;
 Thence North 00°14'11" West, 50.00 feet to the POINT OF BEGINNING.

Containing 2,500 square feet, more or less.

Access & Utility Easement
 A 15-foot-wide strip of land situate in the NW1/4 of the NE1/4 of Section 17, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being a portion of Lessor's parcel (granted under DEED Instrument No. 2016-006710), and more particularly described as follows:

COMMENCING at the northeast corner of Section 17 as described in Corner Record Instrument No. 2019-024766, from which the northwest corner of Section 17, as described in Corner Record Instrument No. 2019-016193, bears South 89°45'49" West, 2,642.93 feet; then South 89°45'49" West, 1,321.54 feet to the northeast corner of the NW1/4 of the NE1/4 of Section 17; then along the easterly boundary of the NW1/4 of the NE1/4, South 00°34'16" West, 33.00 feet to the south right-of-way for State Highway 55;

then along said right-of-way the following two (2) courses and distances:
 then South 89°45'49" West, 8.08 feet to the northeast corner of Lessor's parcel;
 then continue South 89°45'49" West, 255.38 feet to the northwest corner of Lessor's parcel and the POINT OF BEGINNING;

Thence along the westerly boundary of Lessor's parcel, South 00°34'16" West, 203.77 feet;
 Thence North 89°45'49" East, 10.00 feet to the northwest corner of the Lease Site;

Thence continuing along the north boundary of the Lease Site, North 89°45'49" East, 50.00 feet to the POINT OF TERMINUS.

The side lines of this easement are to be lengthened or shortened to form a closed figure. Containing 3,730 square feet, more or less.

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.

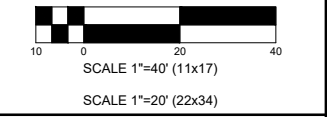
CALL DIGLINE, INC. PRIOR TO ANY EXCAVATION.

BASIS OF GEODETIC COORDINATES

- (1) THE GEODETIC COORDINATES SHOWN HEREON WERE DERIVED FROM THE NATIONAL GEODETIC SURVEY (NAD 83) 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.

RECORD MAP FACILITY CONTACTS				
UTILITY COMPANY	CONTACT	EMAIL ADDRESS	PHONE	FACILITIES
Cable One (Sparklight) - West Valley	Terry Alsop	terence.alsop@sparklight.biz	(208) 455-5548	YES
CenturyLink	Brett McKinney	brett.mckinney@lumen.com	(986) 200-4075	YES
Idaho Power	Brack Judy	bjudy2@idahopower.com	(208) 388-6047	YES

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



SURVEYOR'S CERTIFICATION: HEREBY CERTIFY TO 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) (or its Dominion (Treas)) LLC, as Administrative Agent, for itself and on behalf of the lenders parties from time to time to the Loan Agreement, that the information contained herein is true and correct to the best of my knowledge and belief, and that I am a duly Licensed Professional Land Surveyor in the State of Idaho, and that I am duly qualified to perform the services herein described, and that I am duly qualified to perform the services herein described, and that I am duly qualified to perform the services herein described.

DATE	CHK BY
08-31-23	JP
10-09-23	UC
10-20-23	BF

DATE	DESCRIPTION
08-31-23	FOR CLIENT, LESSOR & AGENCY APPROVALS
10-20-23	REVISED TO ADD LEASE & EASEMENT LEGALS

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

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

SHEET NAME
LEASE SITE SURVEY

SU - 2

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

SETBACKS TO PROPERTY LINES

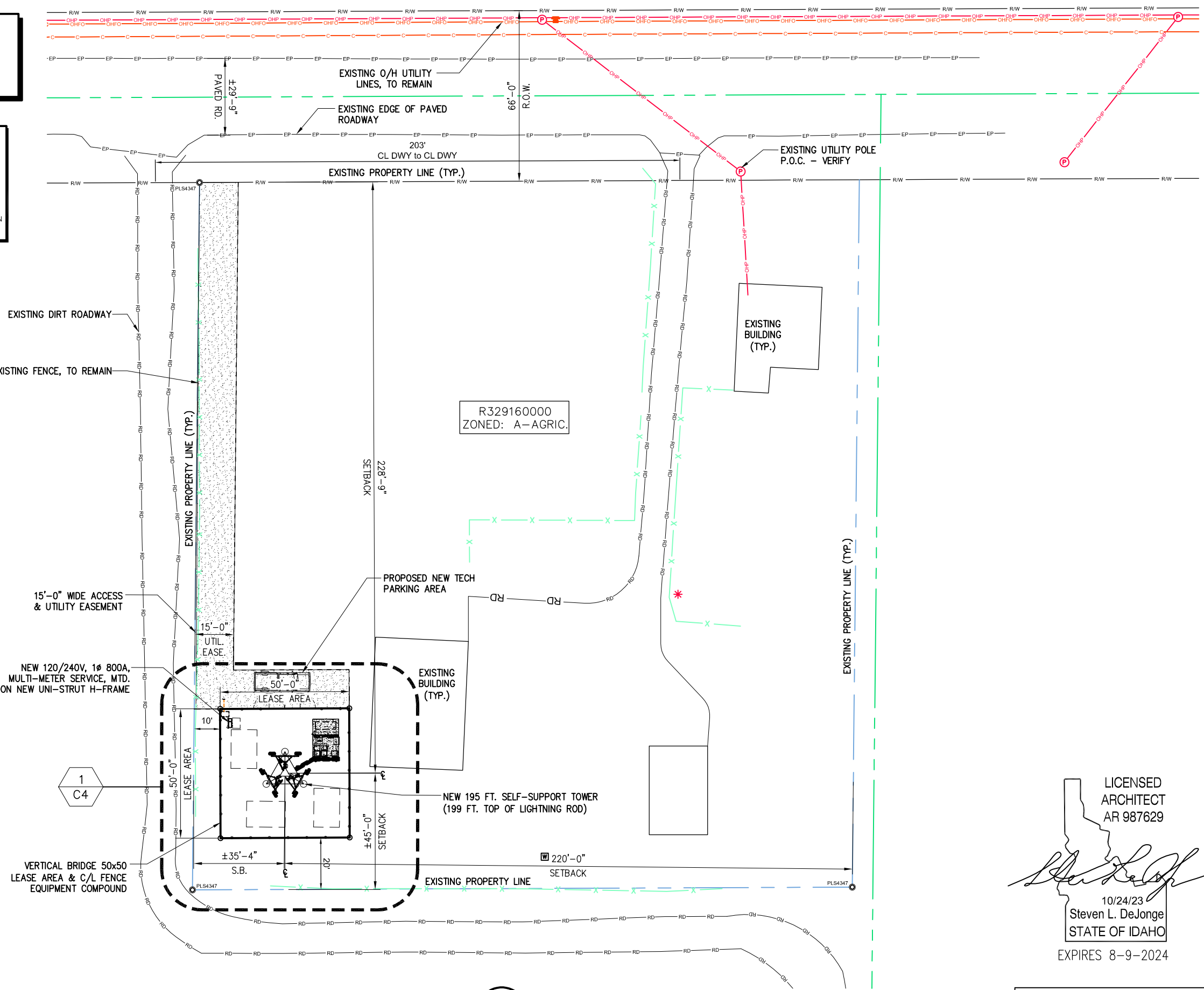
NORTH 228'-9"±
 SOUTH 45'-0"±
 WEST 35'-4"±
 EAST 220'-0"±

* 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

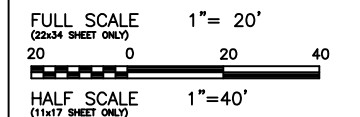
IDAHO DIG LINE
 CALL TWO WORKING DAYS BEFORE YOU DIG
 Dial 811 or
 1-800-342-1585



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

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Drawing Title

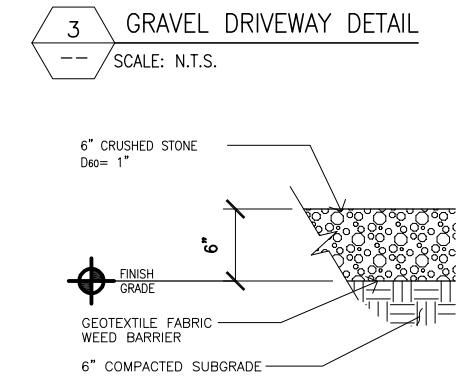
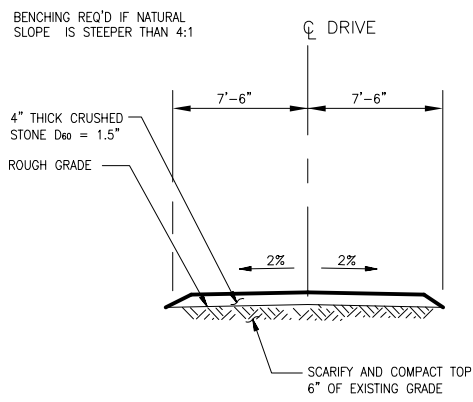
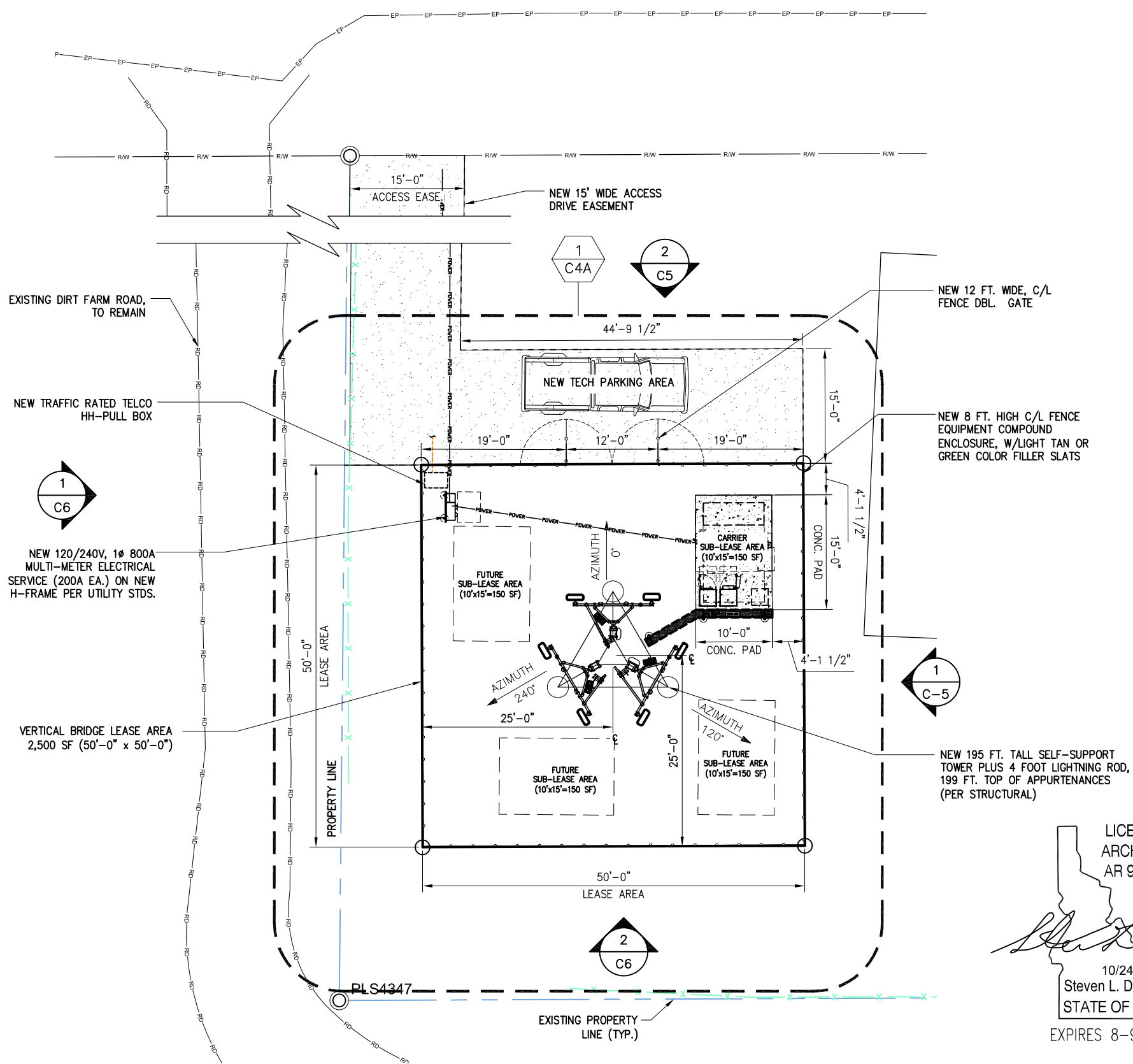
COMPOUND SITE PLAN

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

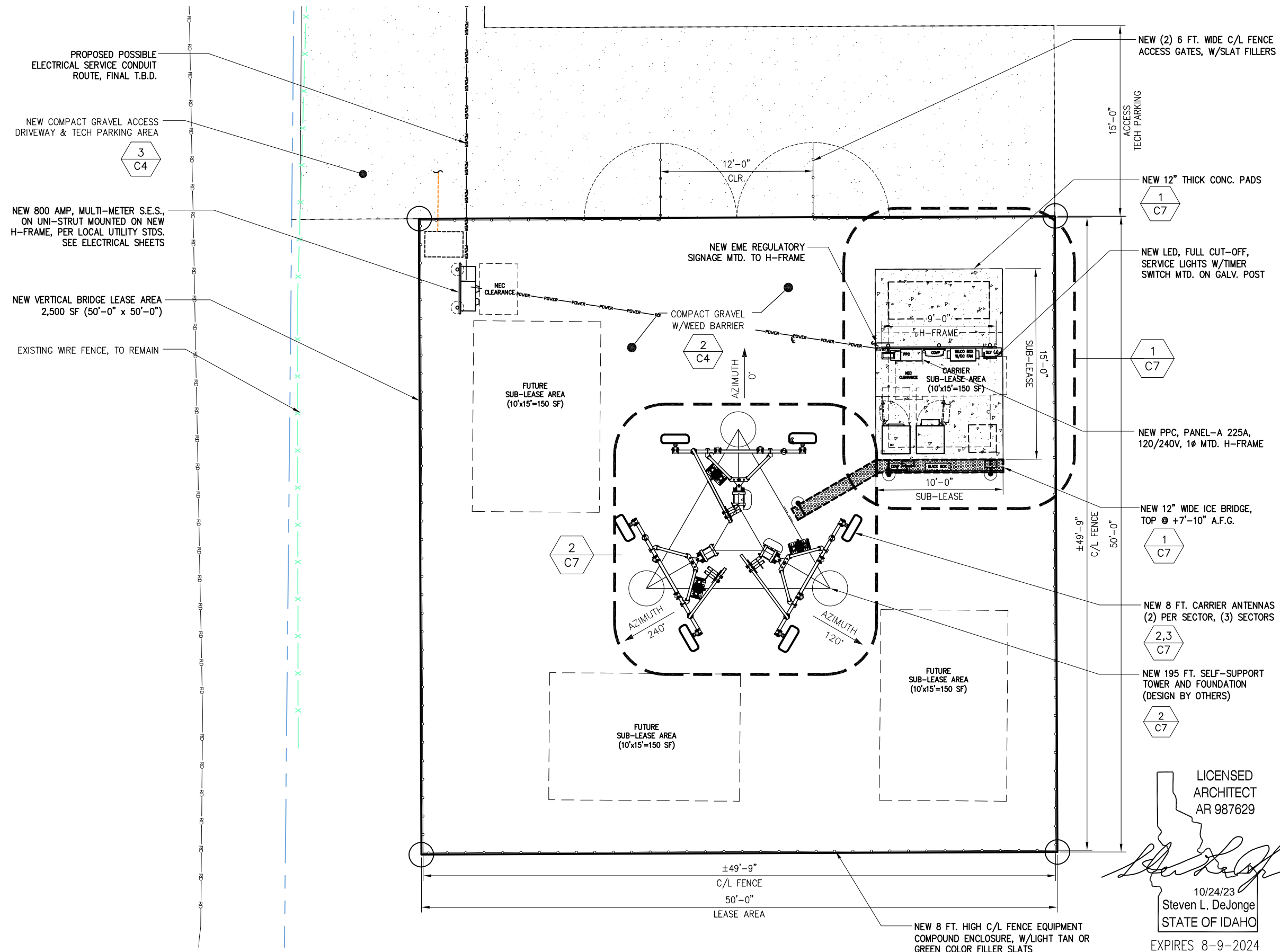


NOTES:
 SUBGRADE SHALL BE CLEAN AND FREE OF ROCKS, ROOTS AND OTHER ORGANIC MATERIAL.
 SPRAY AREA UNDER BUILDING & NEW CRUSHED STONE AREA WITH HERBICIDE, COVER W/ GEOTEXTILE FABRIC AND 6" CRUSHED STONE.
 SUBCONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO CONFINE HERBICIDE TO THE FENCED PROJECT AREA.

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



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)

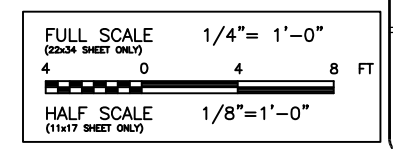
LICENSED ARCHITECT
AR 987629

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)



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

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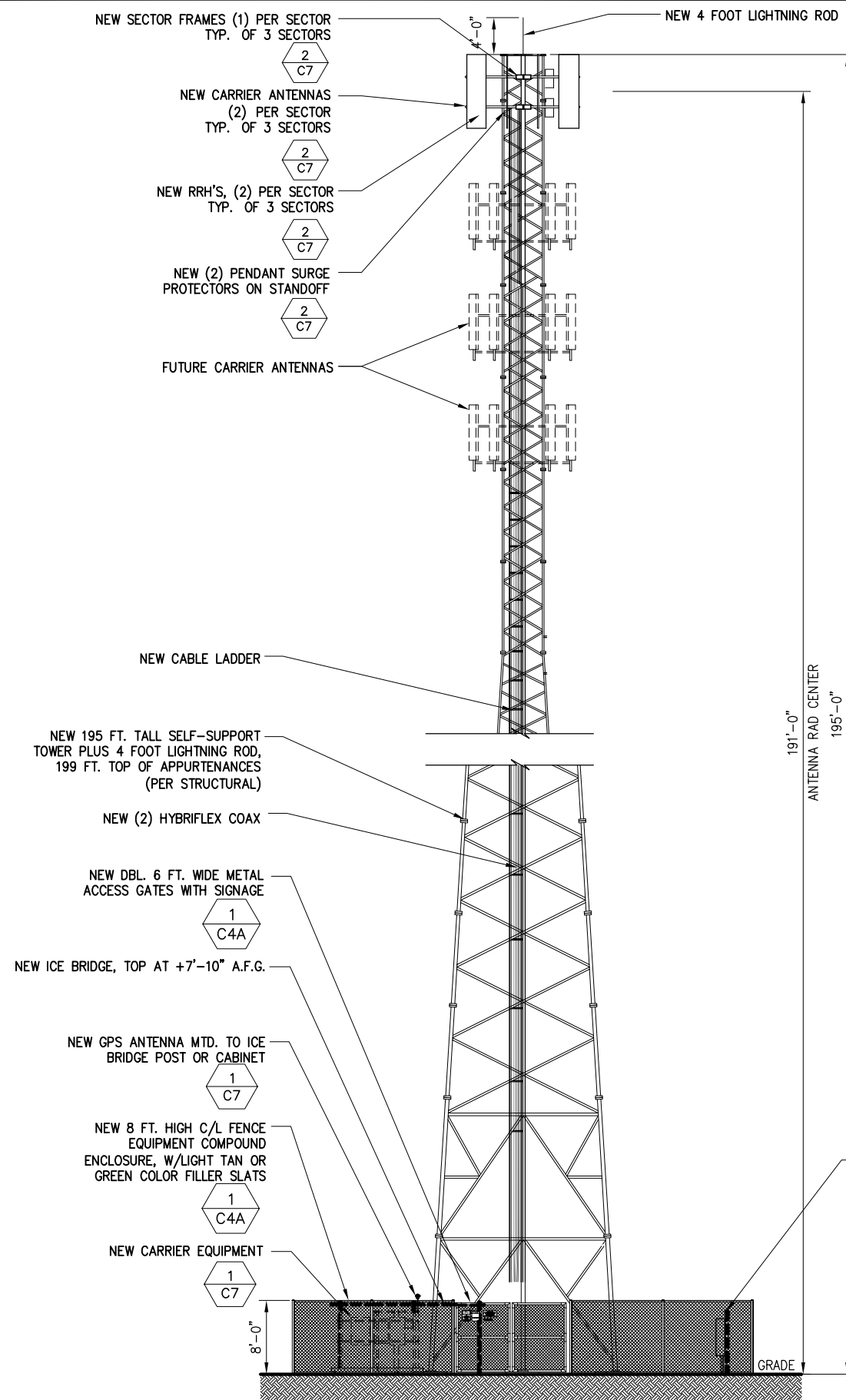
Drawing Title
ENLARGED COMPOUND PLAN

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

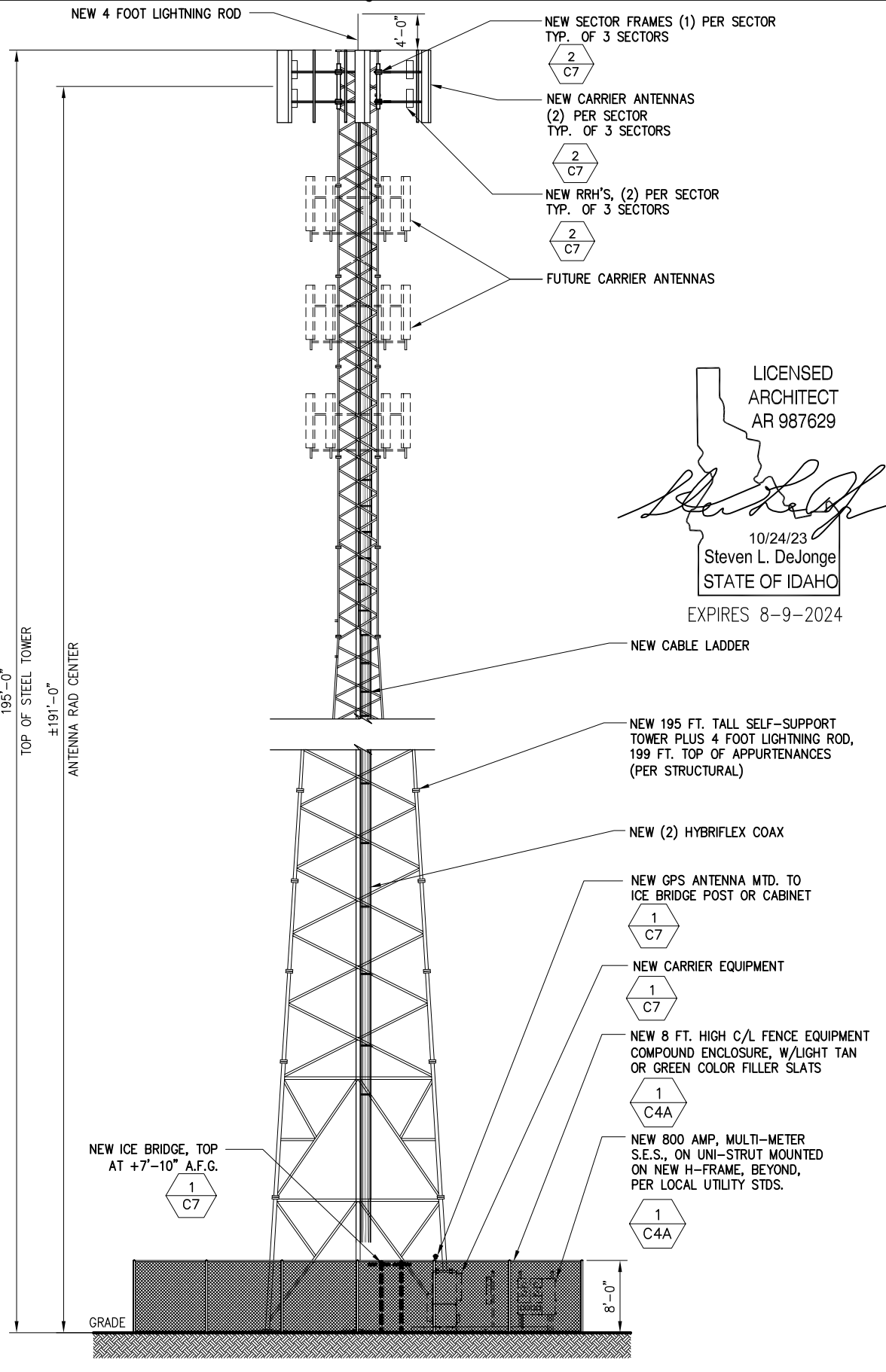


NOTES:
 1. CONTRACTOR TO COORDINATE & PROVIDE PRIVATE LOCATING SERVICE PRIOR TO CONSTRUCTION.
 2. ALL CABLING TO RUN INSIDE CABLE LADDER

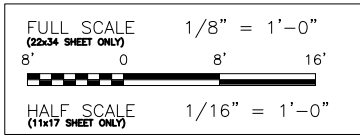
NOTE:
 STRUCTURAL ANALYSIS REQUIRED

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)



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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

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Drawing Title
 TOWER ELEVATION

Drawing Scale:
 AS NOTED

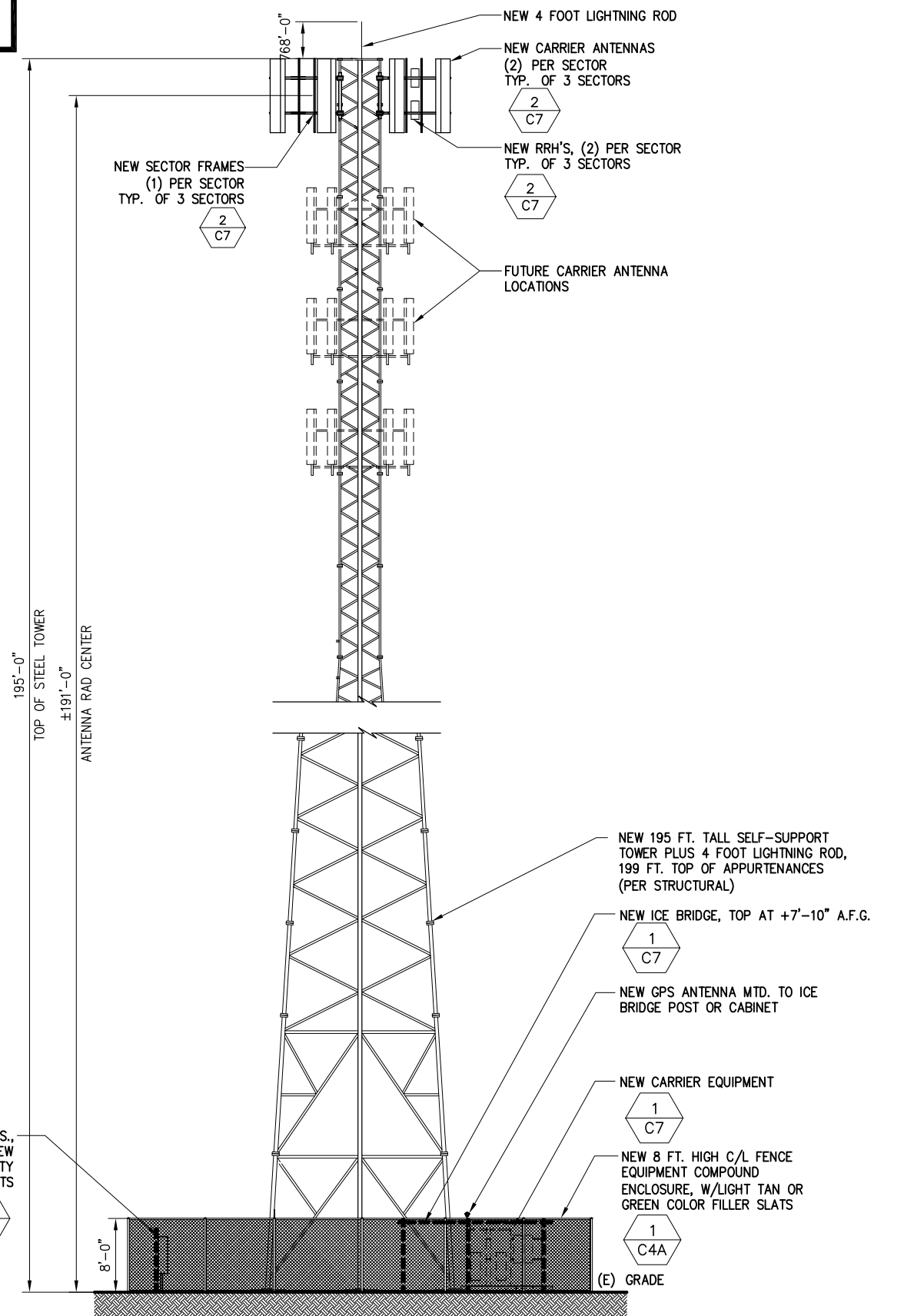
Date:
 10/24/2023

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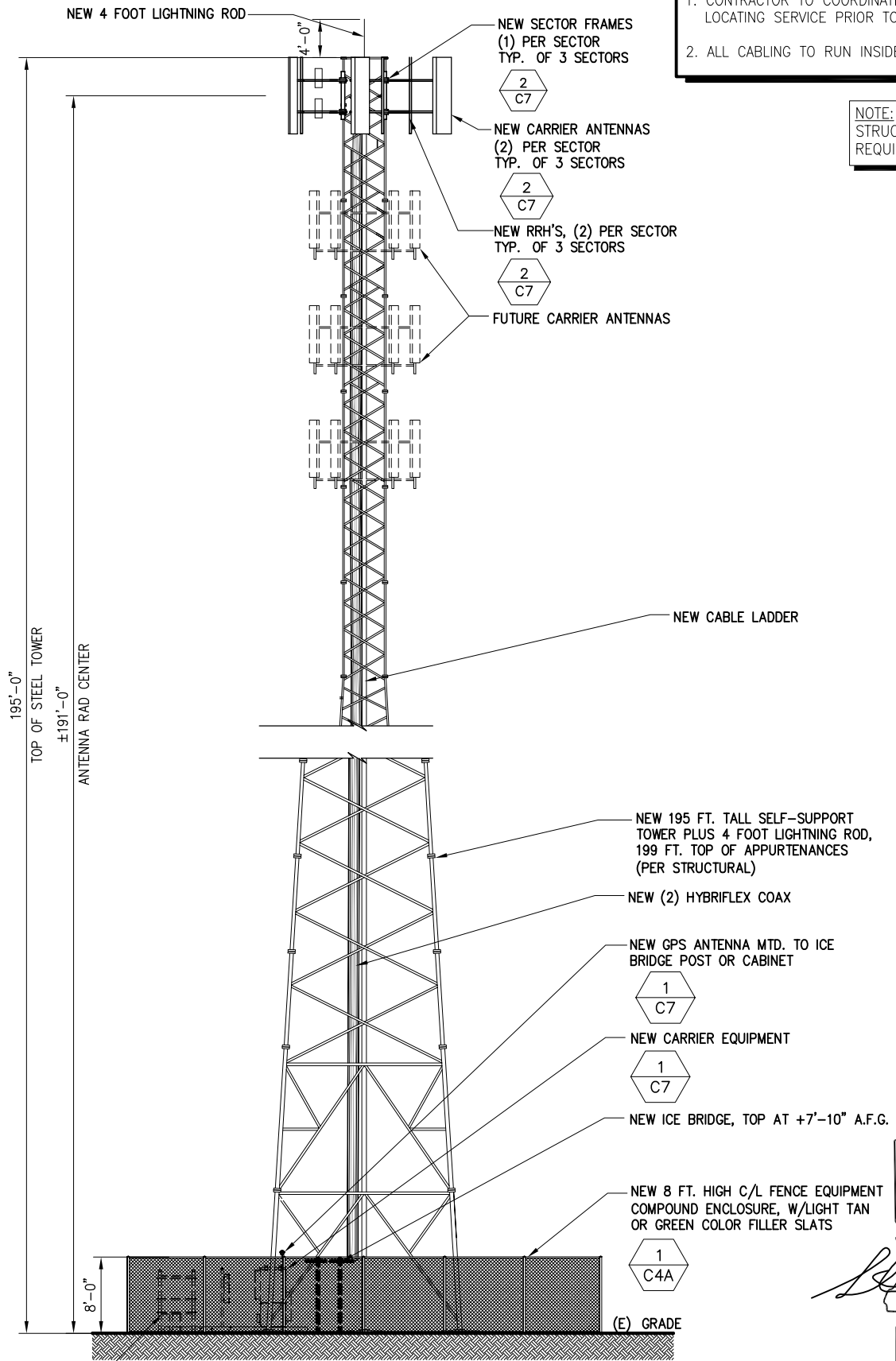
NOTE:
TOWER DRAWING SHOWN IS
DIAGRAMMATIC FOR ILLUSTRATIVE
PURPOSES, SEE STRUCTURAL
FOR ACTUAL TOWER DESIGN

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

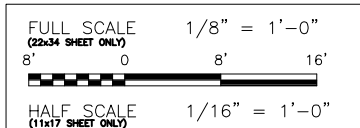
NOTE:
STRUCTURAL ANALYSIS
REQUIRED



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



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



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Drawing Title
TOWER ELEVATION

Drawing Scale:
AS NOTED

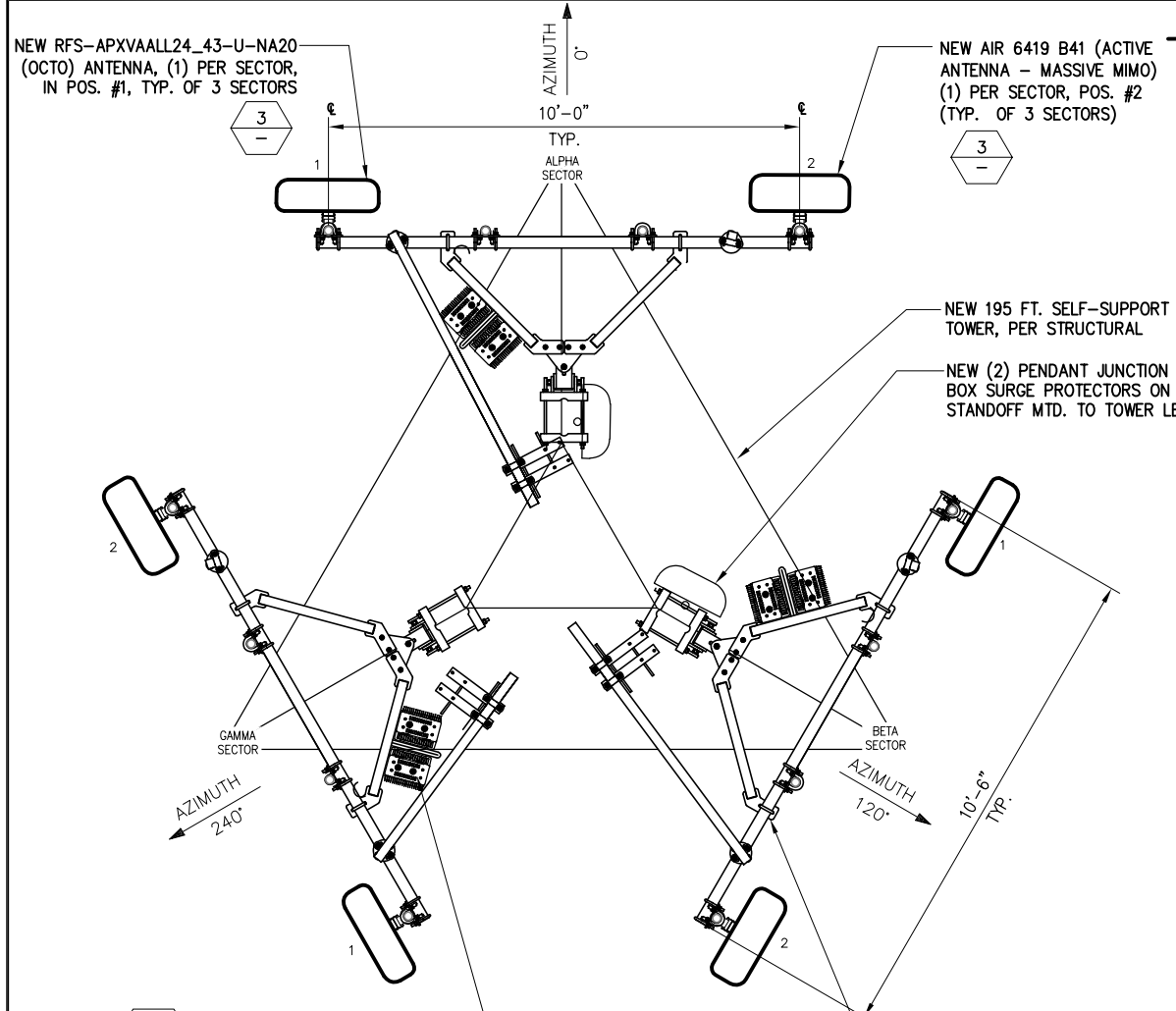
Date:
10/24/2023

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C6

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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)

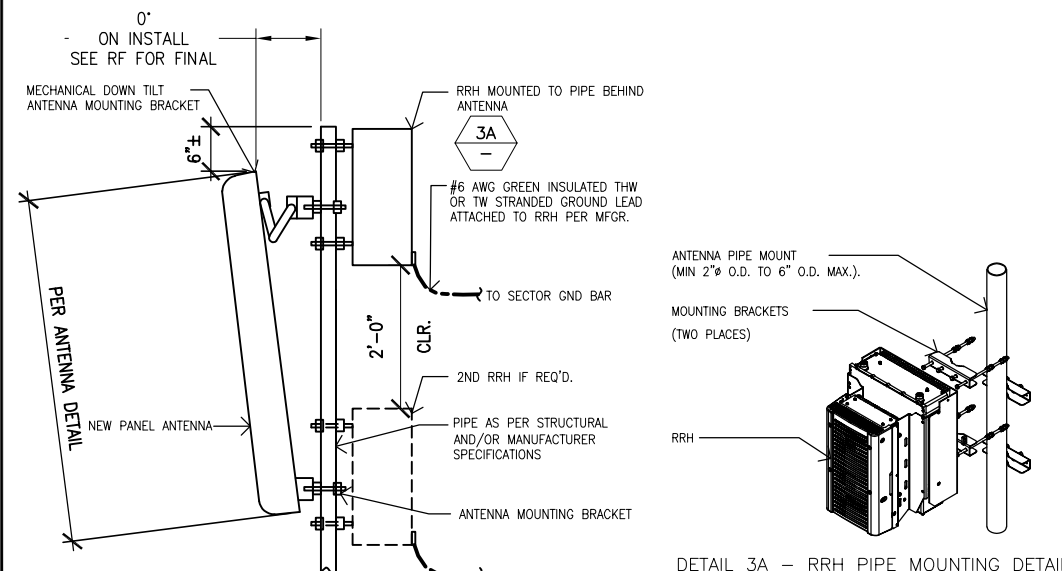
NOTE:
 FINAL ANTENNA & AZIMUTHS TO
 BE DETERMINED BY RF ENGINEER

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

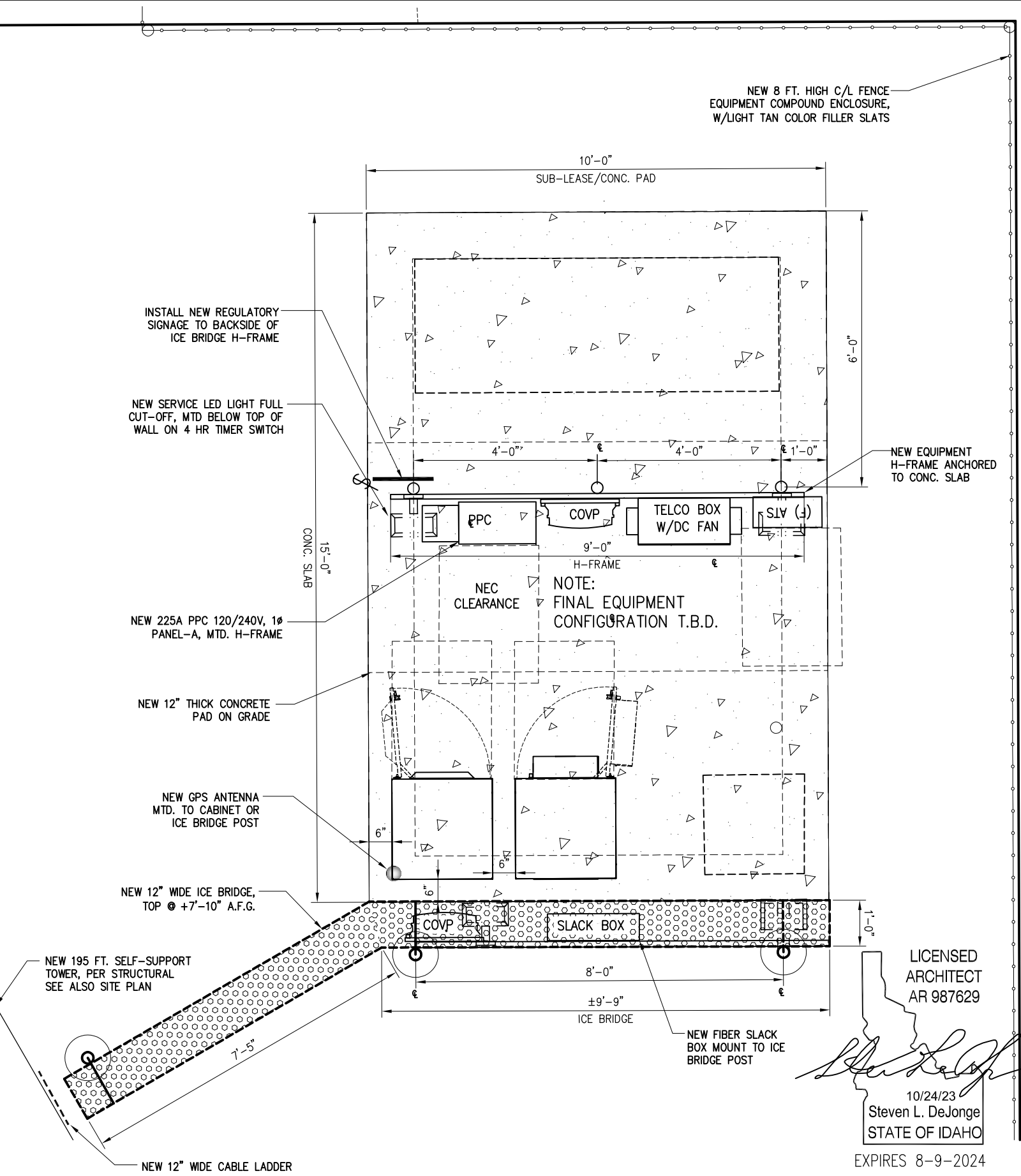
NEW AIR 6419 B41 (ACTIVE
 ANTENNA - MASSIVE MIMO)
 (1) PER SECTOR, POS. #2
 (TYP. OF 3 SECTORS)

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

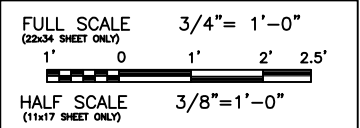


3 TYPICAL ANTENNA & RRU MOUNTING DETAIL
 SCALE: N.T.S.

DETAIL 3A - RRU PIPE MOUNTING DETAIL



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



No.	Submitted / Revision	App'd	Date
0	CONSTRUCTION DRAWINGS	SLD	10/23/23

Project Number
 US-ID-5082

Project Title
KARCHER
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Drawing Title
EQUIPMENT & ANTENNA LAYOUTS

Drawing Scale:
 AS NOTED

Date:
 10/24/2023

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Drawing Number
C7

LICENSED ARCHITECT
 AR 987629

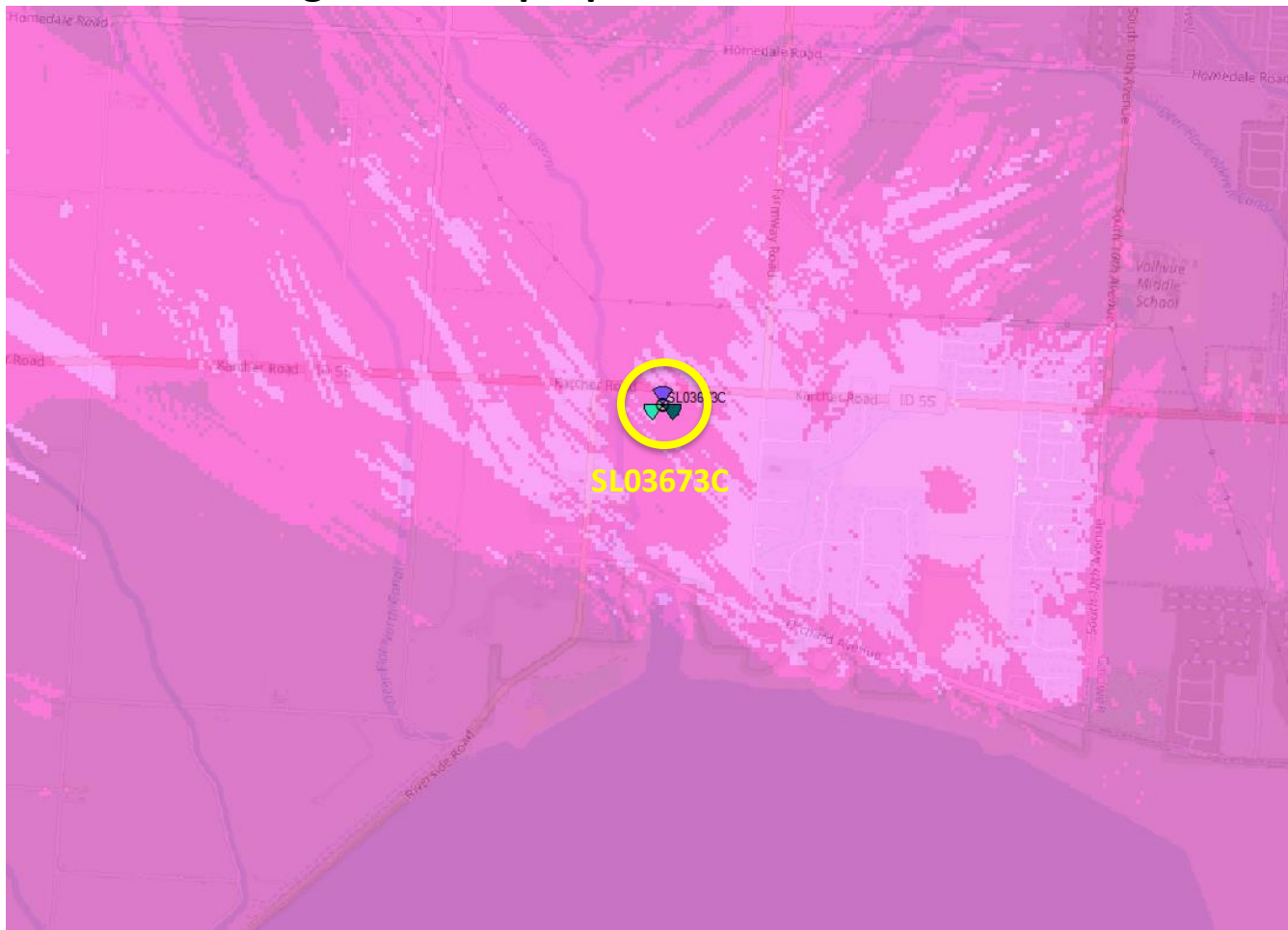
10/24/23
 Steven L. DeJonge
 STATE OF IDAHO

EXPIRES 8-9-2024

SL03673C Zoning Coverage Plots

Current T-Mobile Coverage

Current coverage without proposed site SL03673C

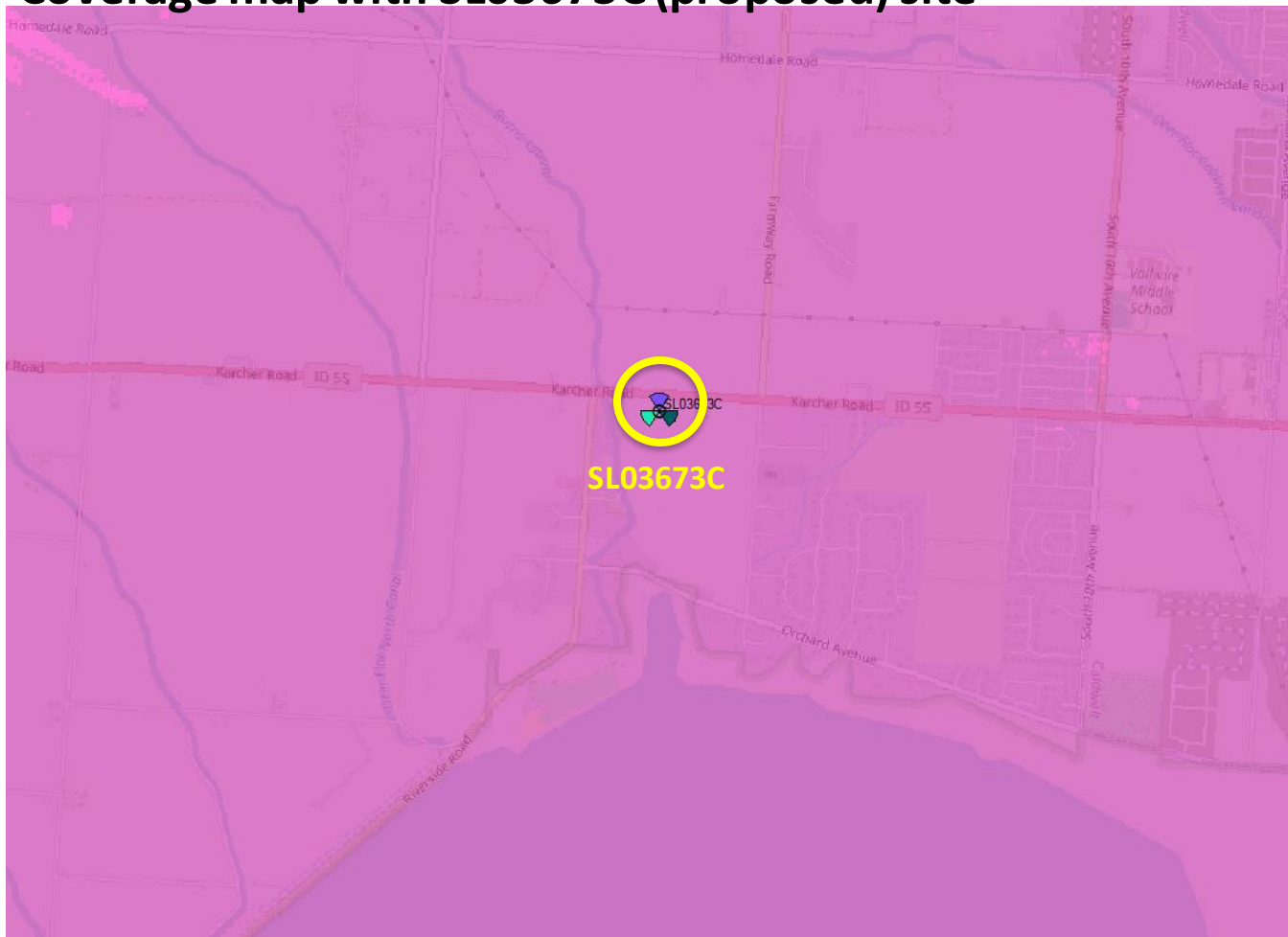


The Current coverage Map shows Current T-Mobile customers experience poor signal level resulting in poor quality calls, the inability to make or receive calls, text messages & SMS messaging, with slow to no data speeds

- 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



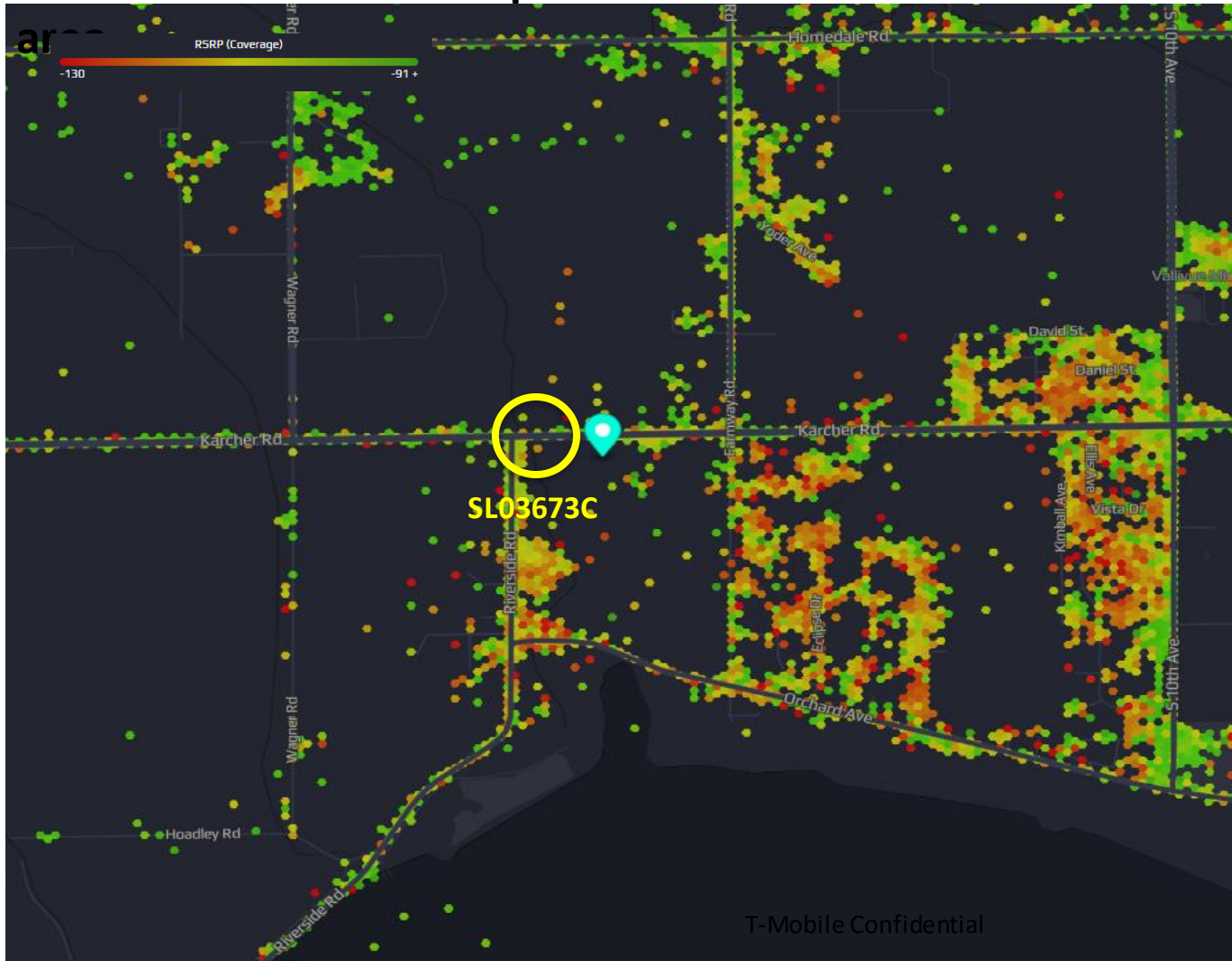
Based on the predicted coverage Map, after the site is brought on-air, it will cover Customers (both current & Future) that are currently having either poor or no coverage, while improving the signal levels resulting in good call quality, reliable text & SMS messaging, faster data speeds and the site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



April 19, 2024

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

Attn: Dan Lister, Principal Planner

111 North 11th Avenue, #310, Caldwell, ID 83605

Daniel.lister@canyoncounty.id.gov

(208) 455-5959

RE: Supplemental Zoning Letter for a New Communications Facility Located @ 16261 Karcher Road, Caldwell, Idaho 83607 / CU2023-0026 / Vertical Bridge Site # ID-5082

Dear Mr. Lister,

I submit this supplemental zoning letter to our conditional use permit application (CU2023-0026) to construct a new Vertical Bridge communications facility in Canyon County. In this letter I will provide essential background information and address all applicable requirements for conditional uses.

By way of introduction, Vertical Bridge is a national build to suit tower development company that has agreements with some of the largest wireless carriers in the country. They specialize in developing, constructing, leasing, and maintaining the physical components for wireless networks, including cellular towers. Wireless carriers, such as T-Mobile, lease space on this infrastructure to house their equipment and offer wireless services to end users. Through strategic partnerships with wireless carriers, Vertical Bridge offers the opportunity for multiple carriers to collocate onto a single infrastructure and reduce the physical footprint of wireless facilities in the community.

1. PROJECT OVERVIEW

The proposed communications facility consists of a 195' self-support (lattice-style tower) and accessory equipment within a 50' X 50' fenced compound located in the SW corner of the parcel. Centrally located in the compound will be a 195' self-support (lattice style) tower. The tower and compound are designed to, at minimum, accommodate tower and ground equipment for (4) wireless carriers (to include T-Mobile).

2. PROPOSED PROJECT DETAILS

2.1. Location. Detailed information regarding the subject property and proposed lease area is included in the Zoning Drawings submitted with the original Conditional Use Permit application.

2.1.1. Subject Property. The subject property of this proposal is located at 16261 Karcher Road in Canyon County, Idaho (the "Property"). The property is owned by Trevor and Samantha Wallace. The property is zoned Agricultural, and its current primary use is a single-family residence.

2.1.2. Lease Area

- The proposed 50ft X 50ft lease area for the WCF is located in the SW corner of the parcel (the “Lease Area”).
 - The lease area will be surrounded by 8ft high chain link fence with privacy slats.
- 2.1.3. Access and Parking.** Access will be off Karcher Road and run along the west side of the property to the compound. There will be one parking space outside of the fenced compound for approximately quarterly site visits.

2.2. Wireless Facilities and Equipment

2.2.1. Support Structure. Applicant is proposing to build a new 195ft tall self-support lattice tower (the “Tower”) on the Property. This will be an unmanned wireless facility.

2.2.2. Antennas and Accessory Equipment

- T-Mobile will co-locate on this Tower with (6) panel antennas, (6) RRUs, and all associated equipment.
- The proposed T-Mobile antenna tip height is 195’-0”.
- Sufficient space will be made available on the Tower for up to (3) additional co-locators.

2.2.3. Ground Equipment

- The Tower and ground equipment will be located within the Lease Area.
- T-Mobile will have a 10ft x 15ft concrete pad to include (2) equipment cabinets and a new generator.
- Vertical Bridge will install (1) new 800-amp meter.

3. T-MOBILE COVERAGE OBJECTIVES

3.1. Overview – T-Mobile 4G and 5G Coverage

T-Mobile is upgrading and expanding its wireless communications network to support the latest 4G LTE and 5G technology. 4G and 5G stand for “4th Generation” and “5th Generation” and LTE stands for “Long Term Evolution.” These acronyms refer to the ongoing process of improving wireless technology standards, now in its 5th generation. With each generation comes improvement in speed and functionality – 4G LTE offers speed up to ten times faster than 3G, and 5G can deliver speeds up to 20 Gbps in ideal conditions. That’s nearly 200 times faster than the 4G network.

Most American consumers currently experience wireless connectivity on 4G networks – and are aware of the profound impact on daily life that has occurred from this connectivity. The emerging standard in voice and data telecommunications – 5G – is poised to transform America’s reliance on densely populated wireless infrastructure. 5G is the latest iteration of cellular technology. While 5G technology operates on the same radio signals as current 4G LTE networks, it is engineered to transmit data more efficiently. That means superior speeds and support for more connected devices than ever before. The ultra-low latency of 5G means quick response times during data-demanding activities.

One of the frequencies to be deployed by T-Mobile at this new Tower is mid-band. Mid-range frequencies (spanning 1 GHz and 6 GHz) strike a balance between coverage and capacity. Mid-band 5G base stations can transmit and receive high-capacity signals over fairly large areas, and they can represent an ideal mix of performance for the bulk of 5G traffic in metropolitan areas.

3.2. Coverage Objectives for Proposed Facility

The proposed facility meets T-Mobile’s coverage objectives by providing in-building and in-vehicle 5G and 4G wireless coverage within a rural area of Canyon County not adequately served by T-Mobile’s existing network. Specifically, this proposed new wireless facility is intended to improve both voice & data services to north end of Lake Lowell, along State Highway 55/Karcher Rd (from S 10th Ave to the east to Pecan Ln to the west) and surrounding residential areas. Please refer to the Radiofrequency (RF) Justification included with this resubmittal. As shown on Pages 6 & 7, existing T-Mobile coverage in this area has minimal to no 5G in-building service leading to poor call quality, slow data speeds, and unreliable service. In-building coverage is needed for uninterrupted wireless service in the targeted coverage area with fewer dropped calls, improved call quality, and improved access to additional wireless services that the public now demands. This site will also have 5G home internet availability, giving area residents an additional internet provider option to choose. As farms and other large parcels continue to convert from agricultural uses to residential and commercial uses in the surrounding area, robust coverage is necessary to meet the growing demand for high-quality wireless service. This facility will prove to be a benefit to anyone who lives or works in the area now and into the future.

4. SEARCH RING

T-Mobile’s RF engineers performed an RF engineering study, considering multiple objectives, to determine the approximate site location and antenna height required to fulfill the noted network objectives for the targeted service area. For this application, T-Mobile issued Vertical Bridge a search ring (geographic area) in the summer of 2022 with stated parameters for where a new site would be acceptable to solve the existing coverage gap:



There are numerous factors that must be considered when identifying an appropriate location for a new facility once a search ring is produced. These include T-Mobile’s coverage objectives and the existing network infrastructure, adherence to local regulations, the presence of natural and manmade barriers, the availability of suitable sites with owners amenable to entering into an agreement, and the potential impact on aesthetics. The final decision on site selection is the culmination of evaluating all these critical factors.

5. SITE SELECTION & ALTERNATIVE SITES ANALYSIS

As Canyon County and the surrounding areas continue to move from agricultural to commercial and residential uses, the number of communication facilities must increase commensurately.

Site spacing for densely populated areas is typically 0.5 to 1 mile. To give you an idea of current site spacing in this area, the closest 6 sites to this proposed new site location are as follows –

- SLO8098A – 2.4 miles NE
- SL02101A – 3.2 miles SE
- SL01798B – 2.8 miles NE
- SL09032B – 3.2 miles N
- SL04234A – 3.5 miles NW
- SL02126A – 5.7 miles W

The nearest T-Mobile sites are reflected in the coverage maps of the RF Justification. As shown in these maps, there is a significant gap in quality in-building coverage along Karcher Road even with these existing sites.

Before proceeding with a new tower, T-Mobile prioritizes utilizing existing infrastructure. There are no existing wireless communication towers that were identified within the search ring, nor are there any other structures/rooftops that can support T-Mobile’s requested antenna tip height of 195’. The nearest towers are a 100’ tall Day Wireless tower and 82’ tall Cellular One tower located 1.4 miles and 1.7 miles, respectively, to the east of the proposed tower. These facilities overlap coverage of T-Mobile’s existing facility to the northeast.

Working within an approximately 0.5 mile by 1.5 mile search ring radius, we spent a number of months reaching out to various property owners. As the search area is primarily comprised of large agricultural parcels, letters were sent via certified mail to try to reach as many property owners as possible. Letters were sent to:



1. Frerich’s Farm, LLC (Parcel IDs: R32661 and R32659)
2. Western Farm Inc (Parcel ID: R32673)
3. Troost Family Trust (Parcel ID: R32938010A)
4. Llyod and Shirley Floyd Trust (Parcel ID: R32939)
5. Black Powder LLC (Parcel ID: R32941)
6. JC Watson Co (Parcel ID: R32662)
7. West Loch LLC (Parcel ID: R32953010)
8. Mark Jefferies (Parcel ID: R32661010)
9. **Trevor & Samantha Wallace (Parcel ID: R32916)**

After an exhaustive search and outreach efforts, we partnered with a property owner (Trevor & Samantha Wallace); and T-Mobile approved the location that we are presenting with this

application. We believe this location is the least obtrusive means of filling the coverage gaps for a number of reasons:

- While the Wallace parcel (1.6 acres) is currently zoned agricultural, the future land use of this parcel is commercial. Additionally, the adjacent parcels are zoned CR-C2. We believe that the proposed telecommunications facility fits with the future commercial use of these parcels.
- The closest properties re-zoned as residential to the south will be approximately 300ft away from the proposed location. The proposed commercial uses directly to the south should provide a physical buffer to those residential properties.
- Additionally, the proposed facility sits almost exactly in the middle of the 1 mile stretch of future commercial development. This change of use will bring additional businesses, residences, and visitors. This additional traffic will require a more robust network to meet growing demands for high-quality, reliable wireless service. Approximately 70% of U.S. households are wireless only.¹ Therefore, reliable coverage is vital for day-to-day communications and to stay connected in emergencies.
- The location on the property will be set back from Karcher Road and will not interfere with the current enjoyment of the property by the Wallaces.

6. Applicable Law

6.1. Local Codes

*Pursuant to Section 07-10-27 of the Canyon County Code, new telecommunications facilities are subject to a Conditional Use Permit application and must comply with applicable criteria within the county code. Applicants' proposal complies with all applicable requirements of Canyon County's code, which are addressed below. Responses to each applicable provision can be found in **bold italicized blue text**:*

07-07-05: HEARING CRITERIA:

The presiding party shall consider each conditional use permit application by finding adequate evidence to answer the following questions in its FCOs:

(1) Is the proposed use permitted in the zone by conditional use permit;

RESPONSE: Telecommunications Facilities are permitted as a conditional use, pursuant to Canyon County Code, Section 07-10-27.

(2) What is the nature of the request;

RESPONSE: Vertical Bridge is requesting to install a new 195ft self-support tower and associated ground equipment within a 50' X 50' fenced leased area. This tower will have space for up to (4) separate carriers, one of which will be T-Mobile.

(3) Is the proposed use consistent with the comprehensive plan;

RESPONSE: We believe that this proposed communication facility is consistent with the Comprehensive Plan of Canyon County. Some of the goals of the Comprehensive Plan, include:

¹ Wireless Substitution: Early Release of Estimates From the National Health Interview Survey, July-December (2022), available at: <https://www.cdc.gov/nchs/data/nhis/earlyrelease/wireless202305.pdf>

- **G1.01.00 – Protect the integrity of individual property rights while safeguarding public health, safety and welfare;**
- **G2.01.00 – Incorporate population growth trends and projections when making land use decisions;**
 - **P2.01.01 – Plan for anticipated population and households that community can support with adequate services and amenities;**
- **G7.01.00 - Endeavor to continue providing reliable public services, public safety facilities, & public utilities that support existing developed areas and future growth.**

The proposed facility will be designed to meet all applicable building standards and will be only accessible to authorized personnel. Additionally, it will be placed to take maximum advantage of existing site conditions to limit the visual impact on the surrounding community, including being set back from Karcher Road, using fencing to screen ground equipment, and maintaining existing on-site vegetation to the greatest extent feasible. These measures will ensure that the property owner can lease this space and Vertical Bridge can provide necessary infrastructure while still ensuring the safety and welfare of the surrounding community. By improving cell coverage and capacity in the area, this facility will also provide an enhanced public safety benefit as customers and first responders alike will be able to reliably use their phones for emergency services in this part of Canyon County. Enhanced connectivity will enable faster response times, more accurate location tracking, and improved communication capabilities during emergencies.

By placing this facility in its proposed location, we are balancing the existing agricultural use of this area while also considering the already planned future commercial use. We have spent a considerable amount of time narrowing to this location and being thoughtful about its location given the current and future needs of both T-Mobile as well as the community. When communication facilities are placed in the right locations, fewer structures are needed and that is the goal of both jurisdictions and carriers alike. In addition to meeting T-Mobile's immediate needs and given the absence of other facilities in the area, this tower is located in such a way that it will likely be an attractive collocation option for the other major carriers in the future.

- (4) Will the proposed use be injurious to other property in the immediate vicinity and/or negatively change the essential character of the area;

RESPONSE: *This proposed facility will not be injurious to other properties in the immediate facility. It is surrounded by agricultural lands with the closest residence being over 600ft away. The fenced compound will only be accessible to authorized personnel, and the structure will meet all applicable local, state, and federal standards and regulations for siting new wireless communication facilities. Additionally, T-Mobile's equipment will operate in accordance with the Federal Communications Commission's RF emissions regulations. Accordingly, this issue is preempted under federal law and any testimony or documents introduced relating to the environmental or health effects of the proposed facility should be disregarded. 47 U.S.C. § 332(c)(7)(B)(iv).*

The tower will be surrounded by a fenced compound to screen ground equipment. The monopole will be set back approximately 228ft from Karcher Road, which will minimize the visual impact to properties to the north and along Karcher Road. There are no adjacent, existing residences – the closest home is over 600ft away. Vertical Bridge chose the location on

the subject parcel to maximize distance from surrounding residences and to minimize impact to current use of the property. The tower will provide space for up to (4) co-locators, which will minimize need for future towers in this area.

The property surrounding the subject parcel have been re-zoned to C2. Parcels further to the south have been re-zoned as residential. As stated previously, we believe that the proposed telecommunications facility fits within the future commercial use of these parcels; and that the future commercial properties will provide a physical buffer to future residences to the south. Additionally, the chosen location will not impact the development of the surrounding properties for commercial use. A tower of this type is not uncommon in this area, and with so few homeowners retaining a landline phone (as of 2022, 72.6% of adults and 81.9% of children lived in wireless-only households), good wireless service is critical to both residential and commercial uses.

Vertical Bridge and T-Mobile have proposed this location as the least obtrusive means for filling a significant coverage gap in T-Mobile's network while providing a vital service to the community. As part of our CUP application, we submitted notices to the surrounding property owners and held a neighborhood meeting to discuss our project. There were no comments received through this process.

- (5) Will adequate water, sewer, irrigation, drainage and stormwater drainage facilities, and utility systems be provided to accommodate the use;

RESPONSE: This will be an unmanned telecommunications facility. It will not require access to water, sewer, or irrigation. It will be a 50' X 50' lease area that will utilize best practices during construction and will not require long term drainage or stormwater facilities.

- (6) Does legal access to the subject property for the development exist or will it exist at the time of development;

RESPONSE: The access road will come off Karcher Road and run along the west side of the property back to the cell tower compound. See Zoning Drawings for more details.

- (7) Will there be undue interference with existing or future traffic patterns; and

RESPONSE: As an unmanned communications facility, the presence of this facility will not cause undue interference with existing or future traffic patterns. Once the site is built, a site technician will access the site on an infrequent (usually quarterly) basis, which will not have any measurable impact on traffic generation.

- (8) Will essential services be provided to accommodate the use including, but not limited to, school facilities, police and fire protection, emergency medical services, irrigation facilities, and will the services be negatively impacted by such use or require additional public funding in order to meet the needs created by the requested use?

RESPONSE: As an unmanned telecommunications facility, essential services will not need to be created for the requested use. However, by improving cell coverage and capacity in the area, this facility will provide an enhanced public safety benefit as customers and first responders alike will be able to reliably use their phones for emergency services in this part of Canyon County. Enhanced connectivity will enable faster response times, more accurate location tracking, and improved communication capabilities during emergencies.

6.2. Federal Law.

Federal law, primarily found in the Telecommunications Act of 1996 (“Telecom Act”), acknowledges a local jurisdiction’s zoning authority over proposed wireless facilities but limits the exercise of that authority in several important ways.

6.2.1. Local jurisdictions may not materially limit or inhibit. The Telecom Act prohibits a local jurisdiction from taking any action on a wireless siting permit that “prohibit[s] or [has] the effect of prohibiting the provision of personal wireless services.” 47 U.S.C. § 332(c)(7)(B)(i)(II). According to the Federal Communications Commission (“FCC”) Order adopted in September 2018,² a local jurisdiction’s action has the effect of prohibiting the provision of wireless services when it “materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment.”³ Under the FCC Order, an applicant need not prove it has a significant gap in coverage; it may demonstrate the need for a new wireless facility in terms of adding capacity, updating to new technologies, and/or maintaining high quality service.⁴ While an applicant is no longer required to show a significant gap in service coverage, in the Ninth Circuit, a local jurisdiction clearly violates section 332(c)(7)(B)(i)(II) when it prevents a wireless carrier from using the least intrusive means to fill a significant gap in service coverage. *T-Mobile U.S.A., Inc. v. City of Anacortes*, 572 F.3d 987, 988 (9th Cir. 2009).

- **Significant Gap.** Reliable in-building coverage is now a necessity and every community’s expectation. Consistent with the abandonment of land line telephones and reliance on only wireless communications, federal courts now recognize that a “significant gap” can exist based on inadequate in-building coverage. See, e.g., *T-Mobile Central, LLC v. Unified Government of Wyandotte County/Kansas City*, 528 F. Supp. 2d 1128, 1168-69 (D.Kan. 2007), *affirmed in part*, 546 F.3d 1299 (10th Cir. 2008); *MetroPCS, Inc. v. City and County of San Francisco*, 2006 WL 1699580, *10-11 (N.D. Cal. 2006).
- **Least Intrusive Means.** The least intrusive means standard “requires that the provider ‘show that the manner in which it proposes to fill the significant gap in service is the least intrusive on the values that the denial sought to serve.’” 572 F.3d at 995, *quoting MetroPCS, Inc. v. City of San Francisco*, 400 F.3d 715, 734 (9th Cir. 2005). These values are reflected by the local code’s preferences and siting requirements.

6.2.2 Environmental and health effects prohibited from consideration. Also under the Telecom Act, a jurisdiction is prohibited from considering the environmental effects of RF emissions (including health effects) of the proposed site if the site will operate in compliance with federal regulations. 47 U.S.C. § 332(c)(7)(B)(iv). The proposed T-Mobile equipment will operate in accordance

² *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, Declaratory Ruling and Third Report and Order, WT Docket No. 17-79, WC Docket No. 17-84, FCC 18-133 (rel. Sept. 27, 2018); 83 Fed. Reg. 51867 (Oct. 15, 2018), *affirmed in part and vacated in part*, *City of Portland v. United States*, 969 F.3d 1020 (9th Cir. 2020), *cert. denied*, 594 U.S. ___, 141 S.Ct. 2855 (June 28, 2021)(No. 20-1354) (“FCC Order”).

³ *Id.* at ¶ 35.

⁴ *Id.* at ¶¶ 34-42.

with the Federal Communications Commission's RF emissions regulations. Accordingly, this issue is preempted under federal law and any testimony, or documents introduced relating to the environmental or health effects of the proposed facility should be disregarded in this proceeding.

6.2.3 No discrimination amongst providers. Local jurisdiction also may not discriminate amongst providers of functionally equivalent services. 47 U.S.C. § 332(c)(7)(B)(i)(I). A jurisdiction must be able to provide plausible reasons for disparate treatment of different providers' applications for similarly situated facilities.

Thank you for your time and please reach out with any questions. We look forward to working closely with the Canyon County Planning Department on this application.

Sincerely,

Rockwell Schutjer
rocky@ragedevelopment.com
801.860.0086



Matthew Schutjer
1125 E. Browning Ave.
Salt Lake City, UT 84105
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



Antenna Structure Registration

[FCC](#) > [WTB](#) > [ASR](#) > [Online Systems](#) > TOWAIR

[FCC Site Map](#)

TOWAIR Determination Results

[? HELP](#)

[New Search](#) [Printable Page](#)

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.

Your Specifications

NAD83 Coordinates

Latitude 46-36-11.2 north
Longitude 116-43-07.6 west

Measurements (Meters)

Overall Structure Height (AGL) 60.7
Support Structure Height (AGL) 59.4
Site Elevation (AMSL) 771.8

Structure Type

MTOWER - Monopole

[Tower Construction Notifications](#)

Notify Tribes and Historic Preservation Officers of your plans to build a tower.

ASR Help [ASR License Glossary](#) - [FAQ](#) - [Online Help](#) - [Documentation](#) - [Technical Support](#)

ASR Online Systems [TOWAIR](#) - [CORES](#) - [ASR Online Filing](#) - [Application Search](#) - [Registration Search](#)

About ASR [Privacy Statement](#) - [About ASR](#) - [ASR Home](#)

 * Federal Airways & Airspace
 *
 * Summary Report: New Construction
 *
 * Antenna Structure
 *

 Airspace User: Not Identified
 File: US-ID-5082
 Location: Juliaetta, ID
 Latitude: 46°-36'-11.26" Longitude:
 116°-43'-07.66"
 SITE ELEVATION AMSL.....2532 ft.
 STRUCTURE HEIGHT.....199 ft.
 OVERALL HEIGHT AMSL.....2731 ft.

NOTICE CRITERIA

- FAR 77.9(a): NNR (DNE 200 ft AGL)
- FAR 77.9(b): NNR (DNE Notice Slope)
- FAR 77.9(c): NNR (Not a Traverse Way)
- FAR 77.9: NNR (No Expected TERPS® impact with PUW)
- FAR 77.9: NNR (No Expected TERPS® impact with LWS)
- FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required
 NNR = Notice Not Required
 PNR = Possible Notice Required (depends upon actual IFR
 procedure)

For new construction review Air Navigation
 Facilities at bottom
 of this report.

Notice to the FAA is not required at the analyzed location
 and height for
 slope, height or Straight-In procedures. Please review the
 'Air Navigation'
 section for notice requirements for offset IFR procedures
 and EMI.

OBSTRUCTION STANDARDS

- FAR 77.17(a)(1): DNE 499 ft AGL
- FAR 77.17(a)(2): DNE - Airport Surface
- FAR 77.19(a): DNE - Horizontal Surface

FAR 77.19(b): DNE - Conical Surface
 FAR 77.19(c): DNE - Primary Surface
 FAR 77.19(d): DNE - Approach Surface
 FAR 77.19(e): DNE - Approach Transitional Surface
 FAR 77.19(e): DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: PUW: PULLMAN/MOSCOW RGNL

Type: A RD: 108176.1 RE: 2560

FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: LWS: LEWISTON/NEZ PERCE COUNTY

Type: A RD: 110715.4 RE: 1433.5

FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

FAR 77.17(a)(3) Departure Surface Criteria (40:1)
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
 The Maximum Height Permitted is 16000 ft AMSL

PRIVATE LANDING FACILITIES

No Private Landing Facilities Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES

GRND	FAC	ST	DIST	DELTA					
ANGLE	IDNT	TYPE	AT	FREQ	VECTOR	(ft)	ELEVA	ST	LOCATION
BEAR	-----		---	-----	-----	-----	-----	---	-----
	MQG	VOR/DME	R	108.2	205.11	89279	+997	ID	NEZ
PERCE		.64							
PULLMAN	PUW	VOR/DME	I	109.0	281.74	129411	-41	WA	
									-.02

CFR Title 47, §1.30000-§1.30004

AM STUDY NOT REQUIRED: Structure is not near a FCC

licensed AM station.

Movement Method Proof as specified in §73.151(c) is not required.

Please review 'AM Station Report' for details.

No AM Stations were located within 3.0 km.

Airspace® Summary Version 23.9.685

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11-03-2023

16:39:10



Notice Criteria Tool

Notice Criteria Tool - Desk Reference Guide V_2018.2.0

The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. For more details, please reference [CFR Title 14 Part 77.9](#).

You must file with the FAA at least 45 days prior to construction if:

- your structure will exceed 200ft above ground level
- your structure will be in proximity to an airport and will exceed the slope ratio
- your structure involves construction of a traverseway (i.e. highway, railroad, waterway etc...) and once adjusted upward with the appropriate vertical distance would exceed a standard of 77.9(a) or (b)
- your structure will emit frequencies, and does not meet the conditions of the [FAA Co-location Policy](#)
- your structure will be in an instrument approach area and might exceed part 77 Subpart C
- your proposed structure will be in proximity to a navigation facility and may impact the assurance of navigation signal reception
- your structure will be on an airport or heliport
- filing has been requested by the FAA

If you require additional information regarding the filing requirements for your structure, please identify and contact the appropriate FAA representative using the [Air Traffic Areas of Responsibility map](#) for Off Airport construction, or contact the [FAA Airports Region / District Office](#) for On Airport construction.

The tool below will assist in applying Part 77 Notice Criteria.

*** Structure Type:** ▼
 Please select structure type and complete location point information.

Latitude: Deg M S ▼

Longitude: Deg M S ▼

Horizontal Datum: ▼

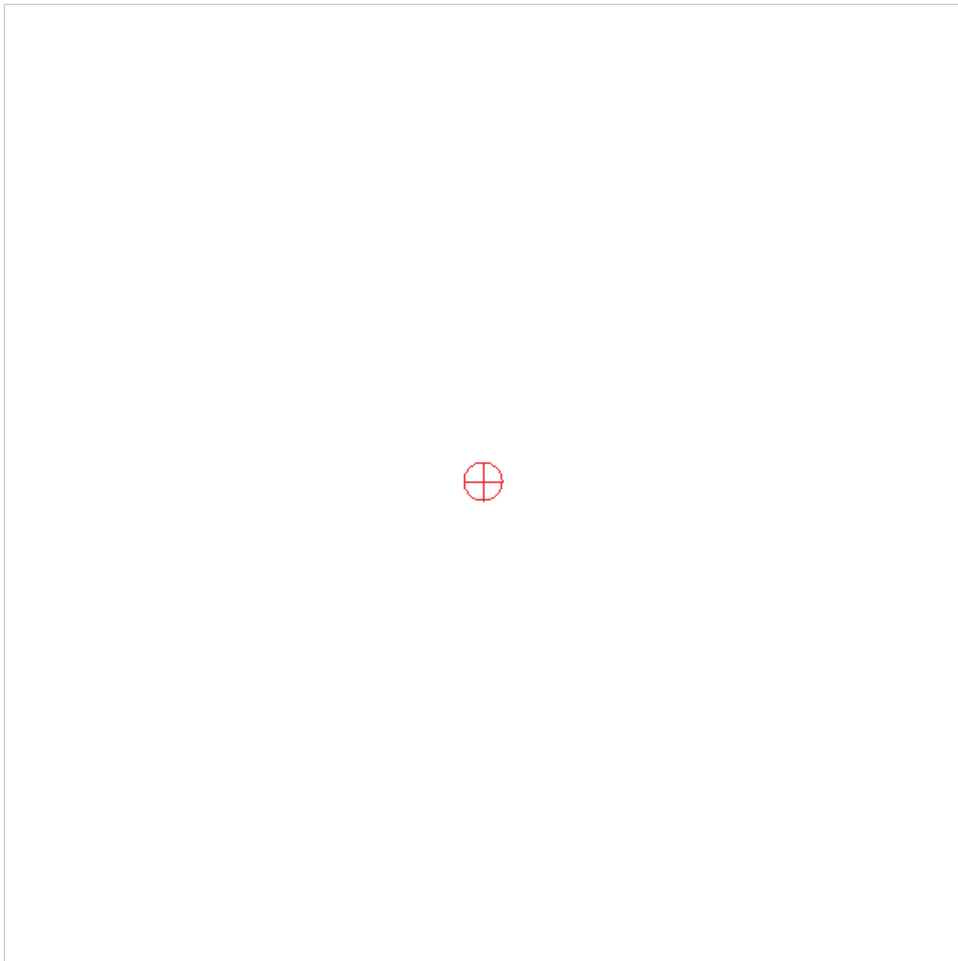
Site Elevation (SE): (nearest foot)

Structure Height : (nearest foot)

Is structure on airport: No Yes

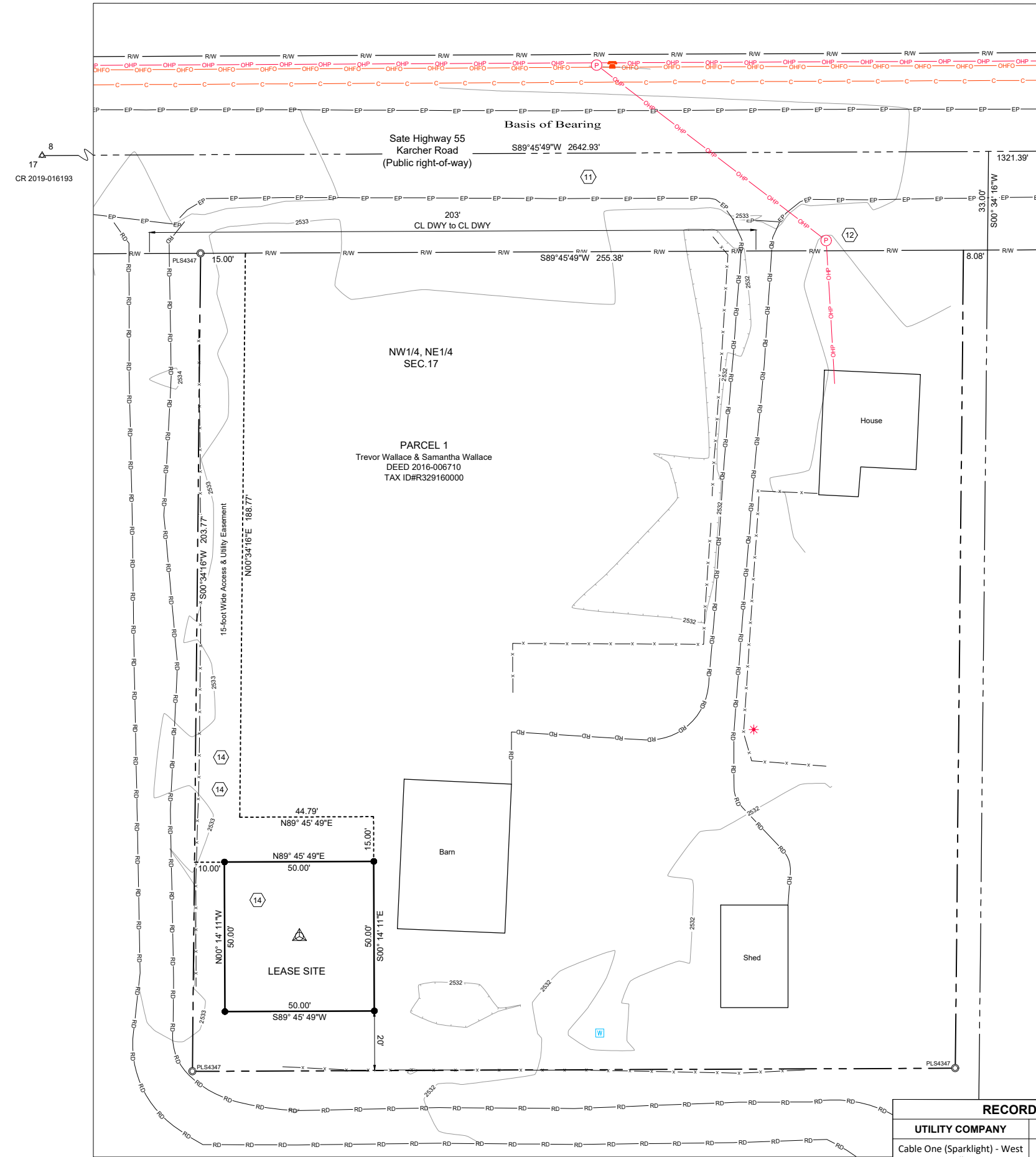
Results

You do not exceed Notice Criteria.





- 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
 - RD --- EDGE OF DIRT ROAD
 - EG --- EDGE OF GRAVEL
 - GS --- EDGE OF GRASS
 - FENCE / GATE
 - OHP --- OVERHEAD POWER LINE
 - OHC --- OVERHEAD COMMUNICATION 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.
 - ESMT --- EASEMENT
 - GVL --- GRAVEL
 - GRS --- GRASS
 - HC --- HANDICAP
 - I.N. --- INSTRUMENT NUMBER
 - PLT --- PLANTER
 - ROS --- RECORD OF SURVEY
 - RMP --- RAMP



Lease & Easement Legals

Lease Site
 A lease parcel situate in the NW1/4 of the NE1/4 of Section 17, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being a portion of Lessor's parcel (granted under DEED Instrument No. 2016-006710), and more particularly described as follows:

COMMENCING at the northeast corner of Section 17 as described in Corner Record Instrument No. 2019-024766, from which the northwest corner of Section 17, as described in Corner Record Instrument No. 2019-016193, bears South 89°45'49" West, 2,642.93 feet; then South 89°45'49" West, 1,321.54 feet to the northeast corner of the NW1/4 of the NE1/4 of Section 17; then along the easterly boundary of the NW1/4 of the NE1/4, South 00°34'16" West, 33.00 feet to the south right-of-way for State Highway 55;

then along said right-of-way the following two (2) courses and distances:
 then South 89°45'49" West, 8.08 feet to the northeast corner of Lessor's parcel;
 then continue South 89°45'49" West, 255.38 feet to the northwest corner of Lessor's parcel;
 then along the westerly boundary of Lessor's parcel, South 00°34'16" West, 203.77 feet;
 then North 89°45'49" East, 10.00 feet to the northwest corner of the Lease Site and the POINT OF BEGINNING;

Thence North 89°45'49" East, 50.00 feet;
 Thence South 00°14'11" East, 50.00 feet;
 Thence South 89°45'49" West, 50.00 feet;
 Thence North 00°14'11" West, 50.00 feet to the POINT OF BEGINNING.

Containing 2,500 square feet, more or less.

Access & Utility Easement
 A 15-foot-wide strip of land situate in the NW1/4 of the NE1/4 of Section 17, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being a portion of Lessor's parcel (granted under DEED Instrument No. 2016-006710), and more particularly described as follows:

COMMENCING at the northeast corner of Section 17 as described in Corner Record Instrument No. 2019-024766, from which the northwest corner of Section 17, as described in Corner Record Instrument No. 2019-016193, bears South 89°45'49" West, 2,642.93 feet; then South 89°45'49" West, 1,321.54 feet to the northeast corner of the NW1/4 of the NE1/4 of Section 17; then along the easterly boundary of the NW1/4 of the NE1/4, South 00°34'16" West, 33.00 feet to the south right-of-way for State Highway 55;

then along said right-of-way the following two (2) courses and distances:
 then South 89°45'49" West, 8.08 feet to the northeast corner of Lessor's parcel;
 then continue South 89°45'49" West, 255.38 feet to the northwest corner of Lessor's parcel and the POINT OF BEGINNING;

Thence along the westerly boundary of Lessor's parcel, South 00°34'16" West, 203.77 feet;
 Thence North 89°45'49" East, 10.00 feet to the northwest corner of the Lease Site;

Thence continuing along the north boundary of the Lease Site, North 89°45'49" East, 50.00 feet to the POINT OF TERMINUS.

The side lines of this easement are to be lengthened or shortened to form a closed figure. Containing 3,730 square feet, more or less.

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.

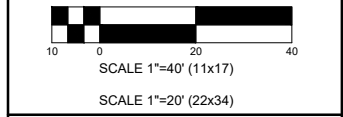
CALL DIGLINE, INC. PRIOR TO ANY EXCAVATION.

BASIS OF GEODETIC COORDINATES

- (1) THE GEODETIC COORDINATES SHOWN HEREON WERE DERIVED FROM THE NATIONAL GEODETIC SURVEY (N.G.S.) 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.

RECORD MAP FACILITY CONTACTS				
UTILITY COMPANY	CONTACT	EMAIL ADDRESS	PHONE	FACILITIES
Cable One (Sparklight) - West Valley	Terry Alsup	terence.alsup@sparklight.biz	(208) 455-5548	YES
CenturyLink	Brett McKinney	brett.mckinney@lumen.com	(986) 200-4075	YES
Idaho Power	Brack Judy	bjudy2@idahopower.com	(208) 388-6047	YES

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



SURVEYOR'S CERTIFICATION: I, 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) (or its Dominion (Treasurer) LLC, as Administrative Agent, for itself and on behalf of the lenders parties from time to time to the Loan Agreement, as Lender, and Vertical Bridge Holdco Parent, LLC, as parent, as may be amended, restated, modified or renewed, their successors and assigns as their interests may appear; and Future Title & Escrow. The purpose of this survey is to support the proposed communication facilities. It depicts existing, readily visible improvements and easements shown on the ground and as shown on the record information and does not constitute a boundary survey. Boundary lines without bearings and distances are not certified. The geoid coordinates reported herein are accurate and meet FAA/FCC reporting requirements for a 1A certificate of fifteen feet (20' horizontally and three feet (3') vertically).

DATE	CHK BY	DATE	CHK BY
08-31-23	JP	10-09-23	UC
10-20-23	UC	10-20-23	BF

DATE	DESCRIPTION
10-20-23	FOR CLIENT, LESSOR & AGENCY APPROVALS
10-20-23	REVISED TO ADD LEASE & EASEMENT LEGALS

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

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

SHEET NAME
LEASE SITE SURVEY

SU - 2

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

Sales Price		\$250,000.00	
Owners Coverage	x	Standard Coverage	Extended Coverage
Loan Amount			
Loan Coverage		Standard Coverage	Extended Coverage
Underwriter		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) \$0.00
Owner's Policy	\$1,140.00	\$1,140.00	(Short Term Discount. – If Any) \$0.00

Other Borrower Fees

Endorsements:	
Inspection Fee	
Additional Chain	
Closing Protection Letter	

Recording Fees

Idaho	\$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
Montana	\$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.)
Washington	\$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
Wyoming	\$12 for the first page, \$3 for each additional page
E-File Fees	
Idaho	An additional \$4.75 per document in Idaho
Washington	An additional \$5.00 (plus sales tax) per document in Washington
Wyoming, and Montana	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)

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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.

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81C170B

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

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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.

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

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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:

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

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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

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

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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.

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

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

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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.

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File No.: 648738

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

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- 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.

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

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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.

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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

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

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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)

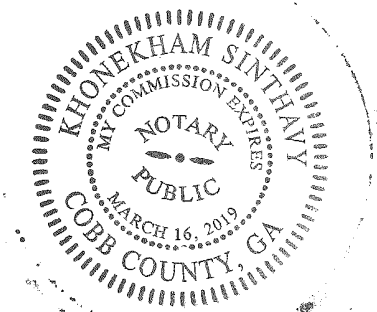


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

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**

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

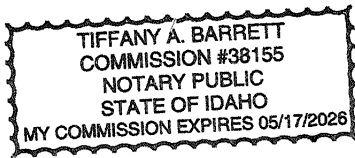
____ (Seal)
-Borrower
[Printed Name]

____ (Seal)
-Borrower
[Printed Name]

ACKNOWLEDGMENT

State of Idaho §
County of Canyon §
§

On this 20th 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

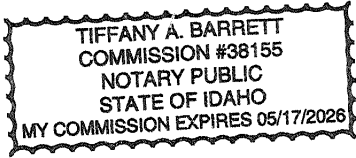


ACKNOWLEDGMENT

State of Idaho
County of Canyon

§
§
§

On this 20th 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

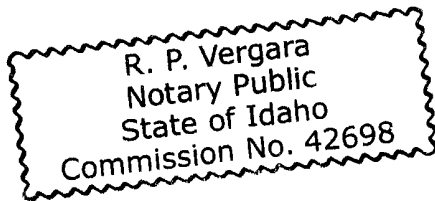
COUNTY OF Canyon

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 ^{DS} [Signature]

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 8th 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

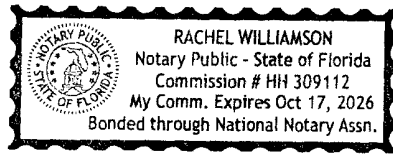


EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

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.