

## CONDITIONAL USE PERMIT

Permit info: CUP FV 2017-3  
Application Date: 10-20-16 Rec'd by: kg.  
FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921 (tel.)  
208.472.2926 (FAX) ▪ [www.gardencityidaho.org](http://www.gardencityidaho.org)

### APPLICANT INFORMATION

**Name:** Paul Slotemaker, AICP (Technology Associates EC, Inc)

**Address:** 11500 SW Terra Linda St, Beaverton, OR 97005

**Email:** paul.slotemaker@taec.net

**Phone:** 503-421-2258

### PROPERTY AND DESIGN INFORMATION

**Site address:** 191 E 50h Street, Garden City, Idaho

#### Describe the proposed use:

Collocate a new wireless communication facility onto an existing wireless communication tower

Check any that are applicable to this application:

\*If any boxes are checked, attach the Design Review Application \*

I will build a new structure

I will add 25% or more to the floor area of an existing building

I will alter, replace rehabilitate or restore 25% or more of a store façade.

How is the use appropriate to the location, the lot, and the neighborhood, and is compatible with the uses permitted in the applicable zoning district?

See attached narrative

Is the use supported by adequate public facilities or services such as water/sewer, schools, roads, parks, transit, fire protection and police protection?

See attached narrative

---

How does the use affect the health, safety or welfare of the community?

See attached narrative

---

How does the use support the goals of the Comprehensive Plan?

See attached narrative

---

How far is the proposed use from a pedestrian/bicycle pathway?

See attached narrative

---

**APPLICATION INFORMATION REQUIRED (PLEASE CHECK)**

**NOTE: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Planning Submittal Form                                | <input checked="" type="checkbox"/> Compliance Statement                         |
| <input checked="" type="checkbox"/> Fifteen (15) - Neighborhood Map                        | <input type="checkbox"/> Traffic/Parking Analysis (including references)         |
| <input checked="" type="checkbox"/> Ten (10) - 11"x17" Site Plan                           | <input checked="" type="checkbox"/> Electronic Copy of ALL APPLICATION MATERIALS |
| <input checked="" type="checkbox"/> Five (5) - 24"x36" Site Plan                           |  |
| <input checked="" type="checkbox"/> Statement of Intent                                    |  |
| <input type="checkbox"/> Irrigation/Ditch Company Information Form                         |  |
| <input checked="" type="checkbox"/> Photos of Site   |  |
| <input checked="" type="checkbox"/> Neighborhood Meeting Verification                      |  |
| <input checked="" type="checkbox"/> Affidavit of Legal Interest                            |  |
| <input type="checkbox"/> Affidavit of Posting and Photo (required 7 days prior to hearing) |  |
| <input checked="" type="checkbox"/> Ability to Serve Letter                                |  |

**INFORMATION REQUIRED ON NEIGHBORHOOD MAP (PLEASE CHECK):**

- 8 ½" x 11" size minimum
- Location of contiguous lots and lot(s) immediately across from any public or private street, building envelopes and/or existing buildings and structures at a scale not less than one inch equals one hundred feet (1" = 100')
- Impact of the proposed siting on existing buildings, structures, and/or building envelopes

**INFORMATION REQUIRED ON COMPLIANCE STATEMENT (PLEASE CHECK):**

- Statement explaining how the proposed use(s) is compliant with the standards of review for the proposed application. Cite the ordinances the proposed use(s) is compliant with.

**INFORMATION REQUIRED FOR IRRIGATION/DITCH INFORMATION FORM (PLEASE CHECK):**

- Required if irrigation canal/irrigation ditch runs through property or along property lines

**INFORMATION FOR STATEMENT OF INTENT(PLEASE CHECK):**

- Should include purpose, scope, and intent of project
- Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community

**INFORMATION REQUIRED ON SITE PLAN(PLEASE CHECK):**

- Scale not less than 1" = 20', legend, and north arrow.
- Property boundary, dimensions, setbacks and parcel size.
- Location of the proposed building, improvement, sign, fence or other structure, and the relationship to the platted building envelope and/or building zone
- Building envelope dimensions with the center of the envelope location established in relation to the property lines
- Adjacent public and private street right of way lines
- Total square footage of all proposed structures calculated for each floor. If the application is for an addition or alteration to an existing building or structure, then the new or altered portions shall be clearly indicated on the plans and the square footage of new or altered portion and the existing building shall be included in the calculations
- For uses classified as drive-through, the site plan shall demonstrate safe pedestrian and vehicular access and circulation on the site and between adjacent properties as required in Section 8-2C-13 of Title 8.

**INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION (PLEASE CHECK):**

- Copy of notice sent to property owners within 300' of an applicable property
- List of notice recipients with names and addresses
- Sign-up sheet from meeting

ALL BLUEPRINTS MUST BE FOLDED INTO 8<sup>1/2</sup>" X 11" SIZE WITH THE TITLE BLOCK/PANEL FACE UP SO AS TO FIT WITHIN A LEGAL SIZE FILE FOLDER.



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# PLANNING SUBMITTAL FORM

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APPLICANT	PROPERTY OWNER
<b>Name:</b> Paul Slotemaker, AICP	<b>Name:</b> Gary C. Asin
<b>Company:</b> Technology Associates EC, Inc	<b>Company:</b>
<b>Address:</b> 11500 SW Terra Linda St	<b>Address:</b> 5287 N Lakemont Ln
<b>City:</b> Beaverton	<b>City:</b> Garden City
<b>State:</b> OR <b>Zip:</b> 97005	<b>State:</b> ID <b>Zip:</b> 83714
<b>Tel.:</b> 503-421-2258	<b>Tel.:</b>
<b>FAX:</b>	<b>FAX:</b>
<b>E-mail:</b> paul.slotemaker@taec.net	<b>E-mail:</b>

**ACTION REQUESTED (check all that apply)**

**ALL BLUEPRINTS MUST BE FOLDED INTO 8 1/2" X 11" SIZE WITH THE TITLE BLOCK/PANEL FACE UP SO AS TO FIT WITHIN A LEGAL SIZE FILE FOLDER**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Appeal<br><input type="checkbox"/> Lot Line Adjustment<br><input type="checkbox"/> City Code Text Amendment<br><input type="checkbox"/> Sign Permit<br><input type="checkbox"/> Specific Area Plan<br><input type="checkbox"/> Comprehensive Plan Amendment<br><input checked="" type="checkbox"/> Conditional (special) Use Permit<br><input type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Design Review<br><input type="checkbox"/> Final Plat<br><input type="checkbox"/> Flood Plain Dev<br><input type="checkbox"/> Variance<br><input type="checkbox"/> MFH Installation<br><br><input type="checkbox"/> Ability to Serve-CUP, DSR or SUB if applicable | <input type="checkbox"/> Preliminary Plat<br><input type="checkbox"/> Preliminary PUD<br><input type="checkbox"/> Re-zone<br><input type="checkbox"/> Zoning Certificate<br><input type="checkbox"/> MFH Removal<br><input type="checkbox"/> Minor PUD |
|---|--|--|

**PROPERTY INFORMATION**

**Site address:**  
191 E 50th Street

<b>Subdivision Name:</b> Omega Plaza	<b>Lot:</b> 09	<b>Block:</b> 01
<b>Tax Parcel Number:</b> R6532210090	<b>Zoning:</b> C-2	<b>Total Acres:</b> 0.065
<b>Proposed Use:</b> Collocate onto (E) wireless communication tower	<b>Floodplain:</b> <b>yes</b>	<b>no</b> X

I consent to this application and hereby certify that information contained on this application and in the accompanying materials is correct to the best of my knowledge. I will hold harmless and indemnify the City of Garden City from any and all claims and/or causes of action from or an outcome of the issuance of a permit from the City.

10/18/16

\_\_\_\_\_  
 signature of the applicant      (date)      signature of the owner      (date)

Neighborhood Map



Collocation on existing tower

0 50 100ft

BOI Fred Meyer



# BOI - FRED MEYER

**verizon**  
wireless

VERIZON WIRELESS  
9656 SOUTH PROSPERITY ROAD  
WEST JORDAN, UTAH 84088

**TAEC**  
Technology Associates Engineering Corporation Inc.  
**TECHNOLOGY ASSOCIATES**

**UTAH MARKET OFFICE**  
5710 SOUTH GREEN STREET  
SALT LAKE CITY, UTAH 84123

**CORPORATE OFFICE**  
3115 SOUTH MELROSE DRIVE, SUITE #110  
CARLSBAD, CALIFORNIA 92010

DRAWN BY: SEAN T.  
CHECKED BY: DOUG K.

REV	DATE	DESCRIPTION
0	09.20.2016	ZONING DRAWINGS



BOI - FRED MEYER  
SEC 31, T4N, R2E  
201 E. 50 TH AVE.  
GARDEN CITY, ID 83714  
-- CO-LOCATION --

SHEET TITLE  
**TITLE SHEET  
VICINITY MAP  
GENERAL INFORMATION**

SHEET NUMBER  
**T100**

### SITE INFORMATION

**APPLICANT:**  
VERIZON WIRELESS  
9656 SOUTH PROSPERITY ROAD  
WEST JORDAN, UTAH 84088

**SITE ADDRESS:**  
201 E. 50TH AVE.  
GARDEN CITY IDAHO 83714

**TOWER OWNER:**  
CROWN CASTLE  
SITE ID: BU 824201  
CONTACT: ERICA ANDREWS  
PHONE: 206-336-3207

**ZONING JURISDICTION:**  
CITY OF GARDEN

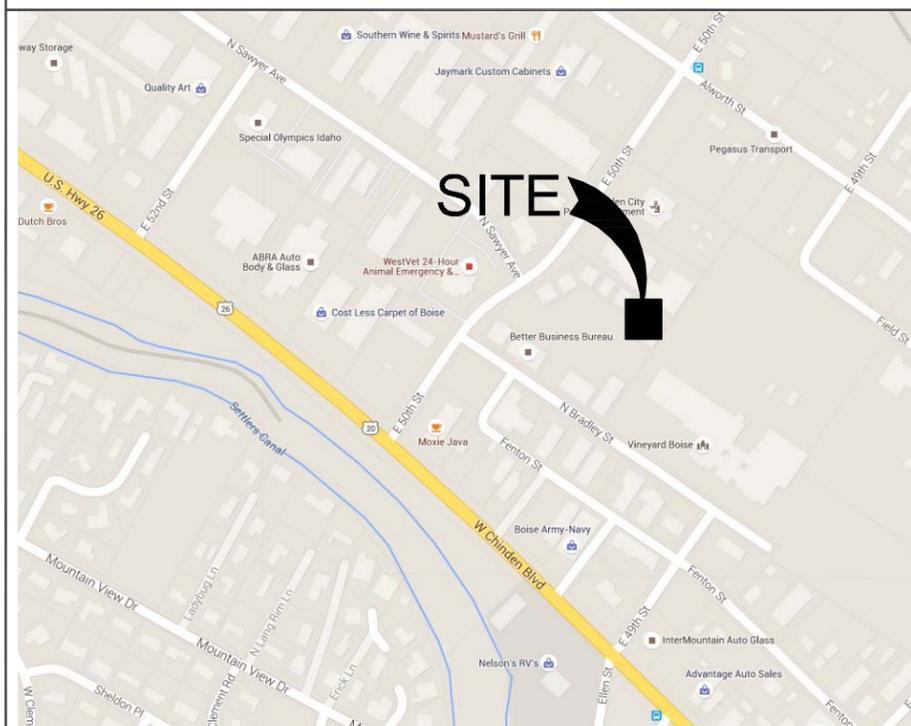
**PROJECT DESCRIPTION:**  
THIS IS AN EXISTING UNMANNED COMMUNICATIONS FACILITY, VZW IS PROPOSING TO INSTALL ANTENNAS TO THE EXISTING MONOPOLE WITH EQUIPMENT LOCATED ON GROUND LEVEL.

**TYPE OF CONSTRUCTION:**  
OUTDOOR EQUIPMENT AND ANTENNAS

**HANDICAP REQUIREMENTS:**  
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, HANDICAP ACCESS REQUIREMENTS DO NOT APPLY

**POWER COMPANY:**  
IDAHO POWER, 1-208-388-2323

### LOCATION MAP



### DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, AND EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

### DRIVING DIRECTIONS

FROM BOISE AIRPORT:  
TAKE I-84 WEST TO ORCHARD ST 93.5 MILES). TURN LEFT ONTO E CHINDEN BLVD (1.8 MILES). TURN RIGHT ONTO E 50TH ST. (0.2 MILES). END AT SITE

### APPROVALS

VERIZON WIRELESS REPRESENTATIVE:  
VERIZON WIRELESS RF ENGINEER:  
TAEC SITE ACQUISITION:  
TAEC CONSTRUCTION MANAGER:  
SITE OWNER:

### DRAWING INDEX

SHEET NO.	SHEET TITLE	REV	REV DATE
T100	TITLE SHEET, VICINITY MAP, GENERAL SITE INFORMATION		
SURV	SITE SURVEY		
C100	OVERALL SITE PLAN		
C101	ENLARGED SITE PLAN		
C200	SITE ELEVATIONS		

### CONTACT INFORMATION

**SITE ACQUISITION:**  
TECHNOLOGY ASSOCIATES EC, INC  
5710 SOUTH GREEN STREET  
SALT LAKE CITY, UTAH 84123  
CONTACT: DOUG KOFFORD  
PHONE: 425-306-7886

**CONSTRUCTION COORDINATION:**  
TECHNOLOGY ASSOCIATES EC, INC  
5710 SOUTH GREEN STREET  
SALT LAKE CITY, UTAH 84123  
CONTACT: MARK KIMBER  
PHONE: 801-699-0069



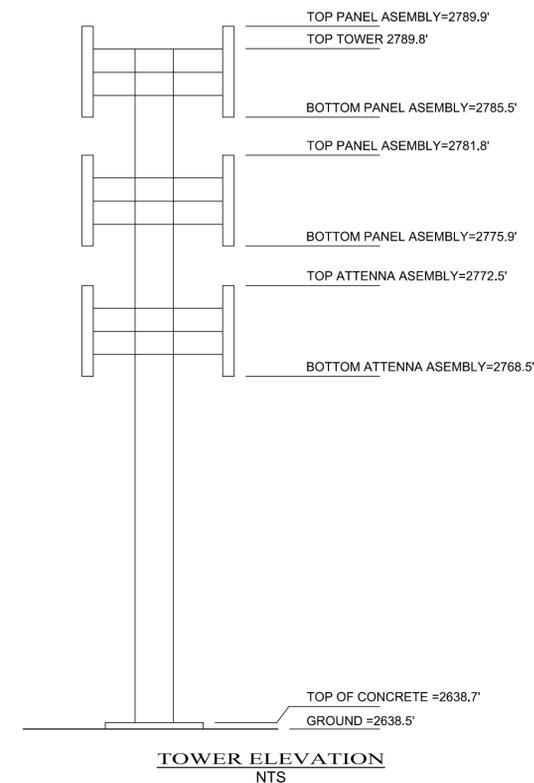
**UNDERGROUND SERVICE ALERT, CALL 'DIG  
ALERT' OF IDAHO @ 811 OR 1-800-342-1585**  
THREE WORKING DAYS BEFORE YOU DIG



- OMEGA PLAZA SUBDIVISION PLAT NOTES:**
- 1) PUBLIC UTILITIES EASEMENT OVER ENTIRE LOT 1
  - 2) LOT 1 IS COMMON LOT
  - 9) LOT 1 IS PRIVATE ROAD WITH PERPETUAL EASEMENT FOR INGRESS / EGRESS ACCESS IN FAVOR OF ALL LOT OWNERS.
  - 13) IDAHO POWER CO. OVERHEAD POWER LINE EASEMENT 19-369 OVER ENTIRE SUBDIVISION.
  - 14) IDAHO POWER CO. UNDERGROUND POWER LINE EASEMENT 7800292 IMPACTS LOT 1.
  - 15) GARDEN CITY SANITARY SEWER AND WATER MAIN EASEMENT 105166550 OVER ALL OF LOT 1 AND PORTIONS OF LOTS 9-10.
  - 16) CC&R's NO ANTENNA LARGER THAN 40" IN DIAMETER, PLATTED UTILITY EASEMENTS AS SHOWN
  - 17) GARDEN CITY MEMORANDUM OF LEASE INT. NO. 97023714 OVER ENTIRE SUBDIVISION.
  - 18) T5 UNISON SITE MANAGEMENT LLC.COMMUNICATION EASEMENT IMPACTS LOT 9, ACCESS & UTILITY EASEMENT IMPACTS LOT 1, INST. NO. 109053363. ASSIGNMENT OF EASEMENT TO T6 UNISON SITE MANAGEMENT LLC, INST. NO. 109093078. ASSIGNMENT OF EASEMENT TO AMERICAN TOWERS LLC, INST. NO. 2015-005289. ASSIGNMENT AND ASSUMPTION OF EASEMENT TO WHITEHALL TOWERS LLC, INST. NO. 2015-005290
  - 19) ASSIGNMENT AND ASSUMPTION OF EASEMENT IMPACTS LOTS 1,9 INST. NO. 2015-005290



LEASE SITE AND PARENT PARCEL OVERVIEW



**VERTICAL DATUM NOTE:**  
THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (GEOID12B) IS EXPRESSED IN U.S. SURVEY FEET.

**UTILITY NOTE:**  
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM SURFACE FIELD OBSERVATIONS ONLY. THE SURVEYOR MAKES NO WARRANTIES OR GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR DOES NOT WARRANT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THEY ARE LOCATED AS ACCURATELY AS REASONABLY EXPECTED FROM THE INFORMATION DESCRIBED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND POSITION OF THE UTILITIES. (POT HOLING TO OBTAIN HORIZONTAL AND VERTICAL POSITIONS AND PIPE SIZES WAS NOT PERFORMED). THE SURVEYOR DID NOT ENTER ANY CONFINED SPACES OR CONTACT DIGLINE FOR UTILITY MARK OUTS.

**CALL DIGLINE PRIOR TO ANY EXCAVATION.**

**BASIS OF BEARING NOTE:**  
THE BASIS OF BEARINGS 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.

**EASEMENT NOTE:**  
EASEMENTS REFERENCED IN THE COMMITMENT FOR TITLE INSURANCE FILE No. 294012 ISSUED 11-21-2015 BY ALLIANCE TITLE & ESCROW CORP. HAVE BEEN REVIEWED AND THOSE AFFECTING THE LEASE SITE OR ACCESS & UTILITY EASEMENTS ARE SHOWN HEREON. NO ADDITIONAL EASEMENT RESEARCH WAS PERFORMED.

**SURVEYOR'S NOTE & CERTIFICATION:**  
THIS "LEASE SITE SURVEY" IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION. IT CORRECTLY DEPICTS EXISTING, READILY VISIBLE IMPROVEMENTS AND ABOVE GROUND UTILITIES. THE BOUNDARY OF THE PARENT PARCEL IS SHOWN FROM RECORD INFORMATION. THIS "LEASE SITE SURVEY" IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL AND IT WAS DEVELOPED TO SUPPORT THE COMMUNICATIONS FACILITY SHOWN HEREON. RONALD M. HODGE, IDAHO PLS 8575

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF FOX LAND SURVEYS INC. AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT BY FOX LAND SURVEYS INC.

REV.	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY FOR LEASE SITE & EASEMENT SELECTION	02-09-16	DSP	RMH
B	90% PRELIMINARY FOR CLIENT REVIEW ONLY	07-21-16	DSP	RMH
C	100% FINAL FOR CLIENT USE	07-26-16	DSP	RMH



PROJECT ADDRESS:

201 E. 50th AVE.  
GARDEN CITY, ADA COUNTY  
IDAHO

FIELD SURVEY DATE(S): 01-25-2016

FLSI PROJECT No. 16016-02

**LEASE SITE SURVEY**  
**BOI FRED MEYER**

GENERAL DESCRIPTION OF LESSOR'S PARCEL  
LOT 9 BLOCK 1 OF THE  
OMEGA PLAZA SUBDIVISION WITHIN  
THE NORTHWEST 1/4 OF  
SECTION 31, TOWNSHIP 4 NORTH,  
RANGE 2 EAST, BOISE MERIDIAN,  
GARDEN CITY, ADA COUNTY, IDAHO.

DESIGNED FOR:



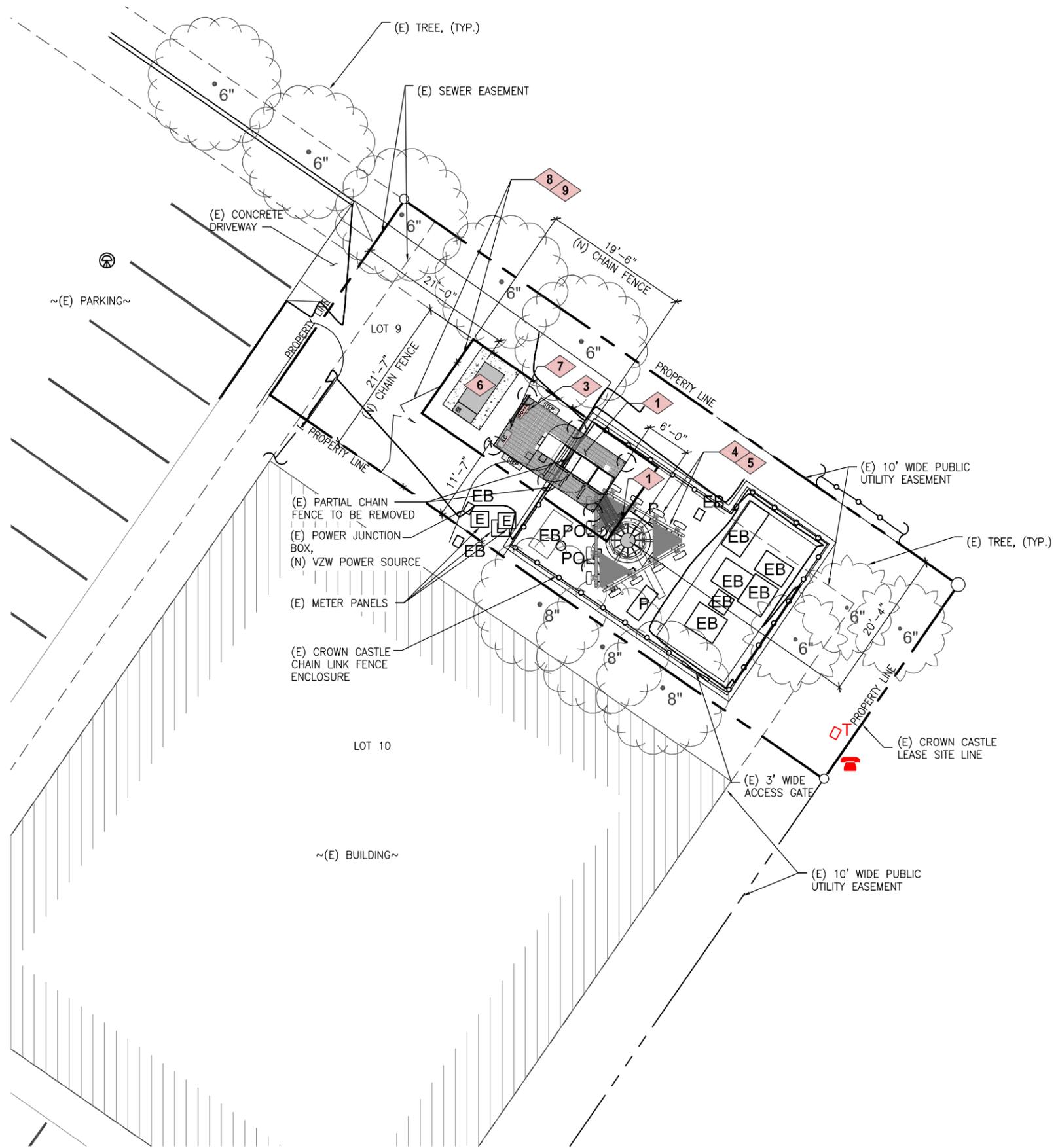
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5710 SOUTH GREEN ST. / 3115 S. MELROSE DR., #110  
SALT LAKE CITY, UT 84123 / CARLSBAD, CA 92010

**FOX LAND SURVEYS INC**  
1515 S. Shoshone, Boise, Idaho 83705  
www.foxland-surveys.com  
Tel: 208-342-7957  
16016-02MS





**KEYED NOTES**

- 1 VZW EQUIPMENT CABINETS ARE TO BE INSTALLED UPON A (N) 8' X 16' STEEL PLATFORM WITH CANOPY THAT WILL SIT UPON (7) 24"Ø CONCRETE PIERS.
- 2 VZW ICE BRIDGE WITH GPS ANTENNA MOUNTED TO SUPPORT LEG.
- 3 VZW SINGLE METER WITH MAIN DISCONNECT. MOUNTED TO EQUIPMENT PLATFORM.
- 4 VZW 8' TALL ANTENNAS (4 PER SECTOR, 12 TOTAL) AT 100' CENTERLINE WITH (12) RRH UNITS, AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS.
- 5 VZW COMMSCOPE MTC3607 (CROWN: LP 301-1) ANTENNA PLATFORM. THE PLATFORM IS SUPPLIED WITH (12) 2-3/8" X 8' TALL MOUNTING PIPES.
- 6 VZW SD030 30KW DIESEL GENERATOR UPON A 6'X9'-6" CONCRETE PAD.
- 7 VZW POWER PANEL: GENERAC ILC CABINET WITH AUTOMATIC TRANSFER SWITCH (200A, 600 VAC, NEMA 3R RATED), 30"W X 10"D X 60"H. MOUNTED TO (N) PLATFORM.
- 8 VZW 6' TALL CHAIN LINK FENCE.
- 9 VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAIN LINK GATES.

NOTE:  
EXISTING ANTENNAS BY OTHER CARRIERS NOT SHOWN FOR CLARITY.



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**TECHNOLOGY ASSOCIATES**

**UTAH MARKET OFFICE**  
5710 SOUTH GREEN STREET  
SALT LAKE CITY, UTAH 84123

**CORPORATE OFFICE**  
3115 SOUTH MELROSE DRIVE, SUITE #110  
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DRAWN BY: SEAN T.  
CHECKED BY: DOUG K.

REV	DATE	DESCRIPTION
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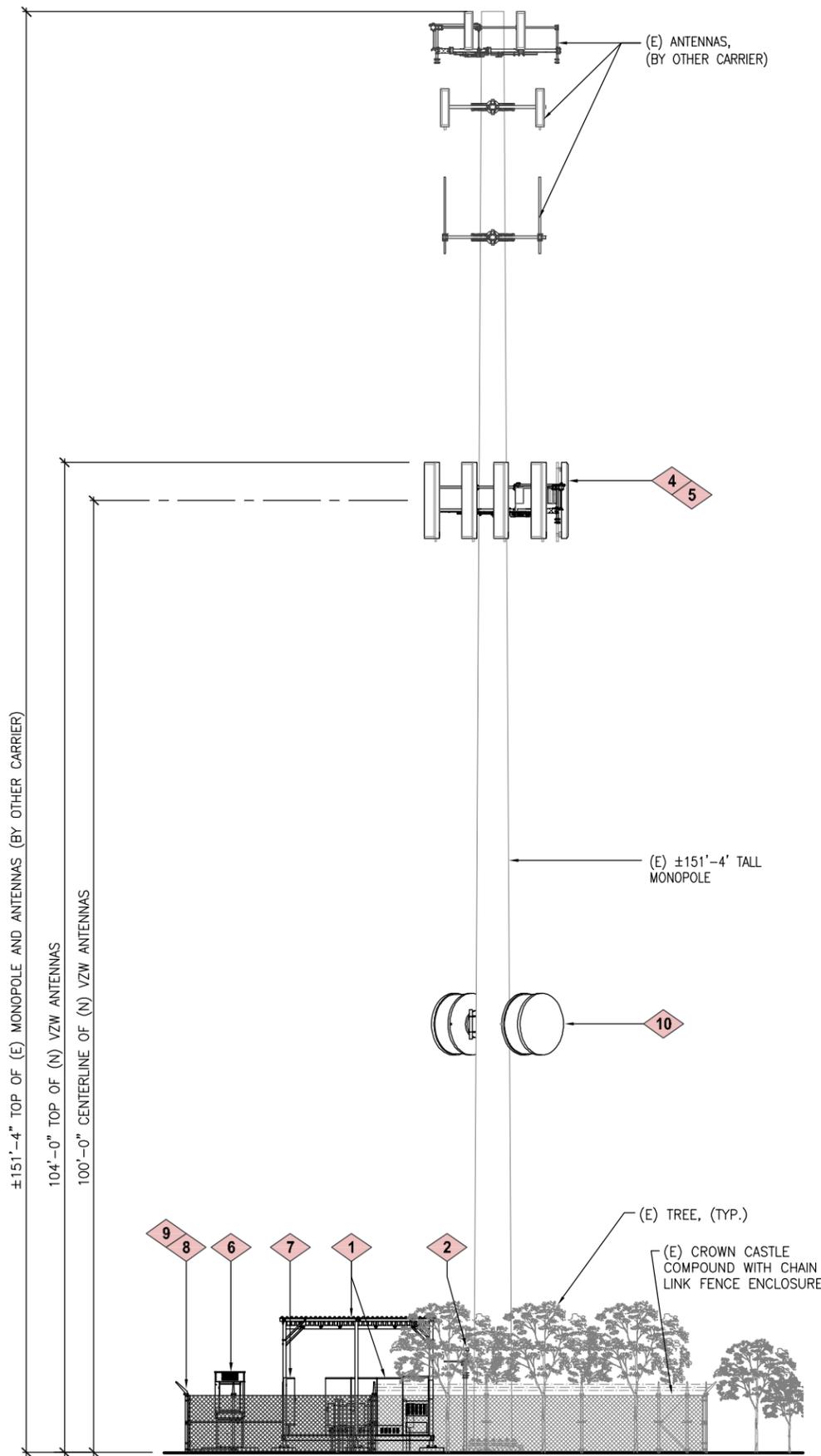
SHEET TITLE  
**ENLARGED SITE PLAN**

SHEET NUMBER  
**C101**

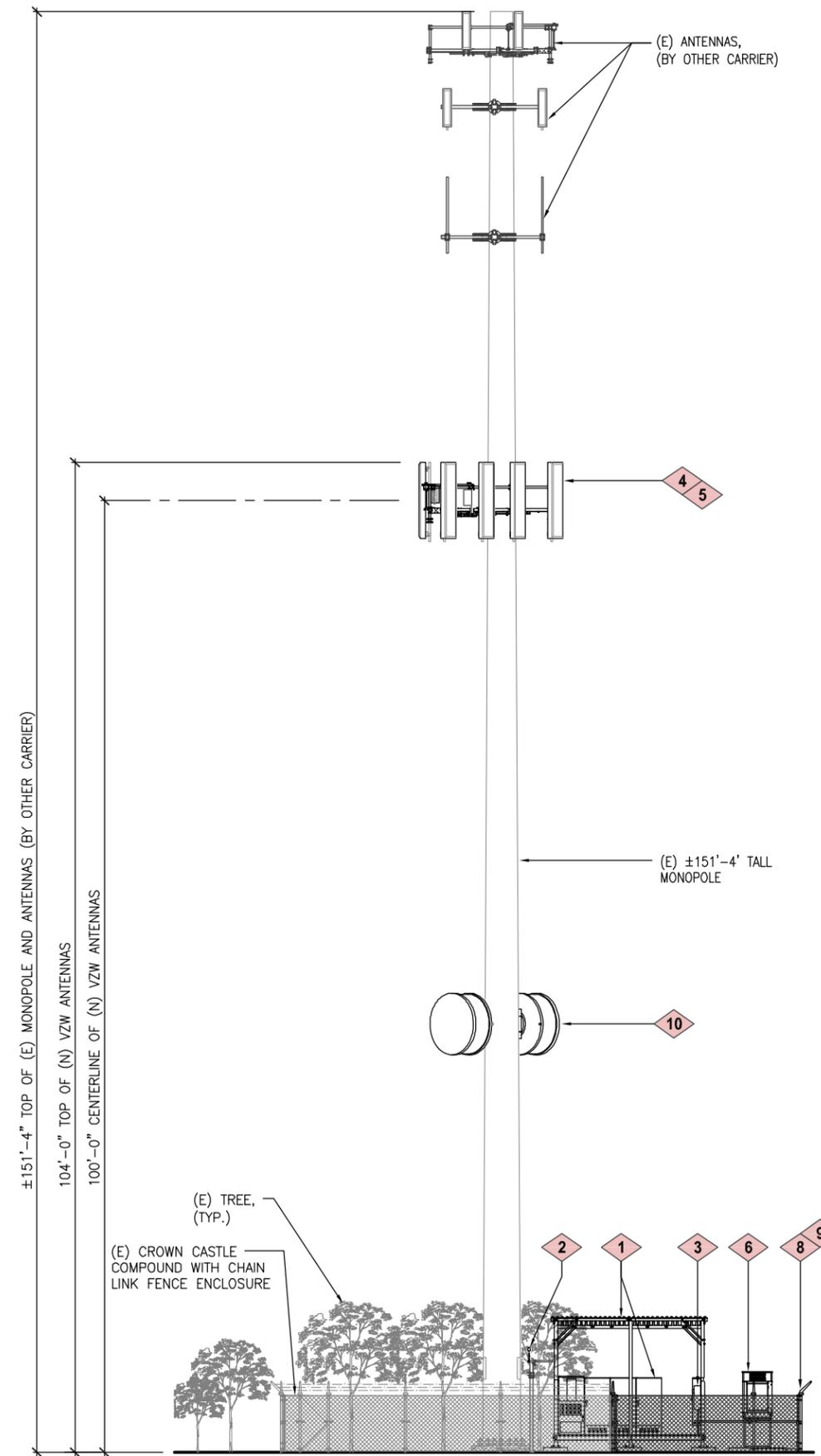


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- 5 VZW COMMSCOPE MTC3607 (CROWN: LP 301-1) ANTENNA PLATFORM. THE PLATFORM IS SUPPLIED WITH (12) 2-3/8" X 8' TALL MOUNTING PIPES.
- 6 VZW SD030 30KW DIESEL GENERATOR UPON A 6'X9'-6" CONCRETE PAD.
- 7 VZW POWER PANEL: GENERAC ILC CABINET WITH AUTOMATIC TRANSFER SWITCH (200A, 600 VAC, NEMA 3R RATED), 30"W X 10"D X 60"H. MOUNTED TO (N) PLATFORM.
- 8 VZW 6' TALL CHAIN LINK FENCE.
- 9 VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAIN LINK GATES.
- 10 VZW CONTRACTOR TO INSTALL (2) 6'Ø MICROWAVE DISHES (HEIGHT AND AZIMUTH TO BE DETERMINED DURING CONSTRUCTION).



**SOUTHWEST ELEVATION**



**NORTHEAST ELEVATION**



**VERIZON WIRELESS**  
9656 SOUTH PROSPERITY ROAD  
WEST JORDAN, UTAH 84088

**TAEC**  
Technology Associates Engineering Corporation Inc.  
**TECHNOLOGY ASSOCIATES**

**UTAH MARKET OFFICE**  
5710 SOUTH GREEN STREET  
SALT LAKE CITY, UTAH 84123

**CORPORATE OFFICE**  
3115 SOUTH MELROSE DRIVE, SUITE #110  
CARLSBAD, CALIFORNIA 92010

DRAWN BY: SEAN T.  
CHECKED BY: DOUG K.

REV	DATE	DESCRIPTION
0	09.20.2016	ZONING DRAWINGS

**BOI - FRED MEYER**  
SEC 31, T4N, R2E  
201 E. 50 TH AVE.  
GARDEN CITY, ID 83714  
-- CO-LOCATION --

SHEET TITLE  
**SITE ELEVATIONS**

SHEET NUMBER  
**C200**

# Statement of Intent

Conditional Use Permit Application for Verizon  
Wireless BOI Fred Meyer Wireless  
Communication Facility

A Proposal Submitted to the City of Garden City

**Prepared for**  
**Verizon Wireless**

**Prepared by**  
**Technology Associates EC, INC**  
11500 SW Terra Linda St.  
Beaverton, Oregon 97005

**October 18, 2016**

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**Verizon Wireless – BOI Fred Meyer Wireless Communication Facility  
Conditional Use Permit Application**

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**I. PROPOSAL SUMMARY INFORMATION**

File No: BOI Fred Meyer

Applicant: Verizon Wireless  
c/o Technology Associates EC, Inc. (TAEC)  
11500 SW Terra Linda St  
Beaverton, Oregon 97005  
Phone: 503-421-2258

Preparer for Applicant: Paul Slotemaker, AICP  
TAEC  
11500 SW Terra Linda St  
Beaverton, Oregon 97005  
503-421-2258

Property Owner: Gary C. Asin  
5287 N Lakemont Ln  
Garden City, ID 83714

Request: Conditional Use Permit application review to collocate a new wireless communication facility onto an existing wireless communication tower and install associated equipment cabinets used for wireless communications.

Location: 191 E 50<sup>th</sup> Street  
Garden City, Idaho 83714  
Parcel #: R6532210090

Zoning: C-2 (General Commercial)

# **Verizon Wireless – BOI Fred Meyer Wireless Communication Facility Conditional Use Permit Application**

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## **II. INTRODUCTION**

Verizon Wireless is in the process of expanding and upgrading its wireless communication network to include LTE (Long Term Evolution) technology in Idaho and many other western states. LTE (also known as 4G) represents the latest generation in wireless telecommunication technology designed for the most advanced technologies of wireless devices, such as: smart phones with high speed data transfer, streaming videos and music, turn-by-turn navigation, GPS, email, web browsing, mobile apps, and video messaging, which are essential capabilities in the information age.

In order to improve these services, Verizon Wireless is expanding and upgrading its wireless network in parts of Idaho and other western states. Verizon Wireless' network works by splitting a region into smaller geographic areas called cells, each cell is served by a transmitter and receiver or base station. As a caller moves across the landscape, the call is passed, or "handed-off", from one base station to another. Each base station is connected to a mobile telephone switching office, which is linked to the land based phone network serving your home or office.

Individual base station site locations, such as the proposed site, are selected based on a number of considerations related to topography, distance from other base stations, proximity to traffic corridors, and other technical features. Verizon Wireless' engineers utilize computer modeling and radio testing to determine potential sites. Because each base station consists of very low powered transmitters, which cover a relatively small geographic area, there is limited flexibility in site selection.

The proposed collocated wireless facility is located at 191 E 50<sup>th</sup> Street. The proposed site is needed to increase capacity, meaning that Verizon Wireless' existing sites are reaching their full capacity for data/call usage. If additional wireless facilities, including the proposed wireless facility, aren't built soon to provide more capacity, Verizon Wireless' existing sites will exhaust their capacity and no longer be able to provide service to the customers in the area. With the data use trends increasing rapidly, additional wireless facilities are a necessity for Garden City, and the Boise area. This will be the case for most sites built in metropolitan areas going forward. With the installation of the proposed wireless facility, Verizon Wireless is committed to providing quality wireless services to the Garden City and Metropolitan Boise for years to come.

## **III. PROPOSAL DESCRIPTION**

Verizon Wireless proposes to attach ("collocate") a new wireless communication facility onto an existing wireless communication tower facility. As illustrated in the enclosed drawings, the proposed antennas would attach 100 feet high on the existing 151-foot tall monopole. The height of the monopole will not increase, and the associated ground equipment will be located within a small expansion to the fenced enclosure at the base of the monopole. The new collocated wireless facility will add to Verizon Wireless' existing network and provide improved services to customers and improved calling capacity, thereby improving overall system performance.

**Verizon Wireless – BOI Fred Meyer Wireless Communication Facility  
Conditional Use Permit Application**

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Access to the will continue to be provided via the existing access off of E 50<sup>th</sup> Street. Because maintenance visits occur approximately once a month, there will be virtually no transportation impact to the surrounding area.

**IV. 4G LTE DISCLOSURE**

Full disclosure Verizon is building a 4G LTE site, which means voice calls will be carried over Verizon Wireless’ LTE network. **THIS IS A CHANGE AND WILL REQUIRE CUSTOMERS TO HAVE A DEVICE CAPABLE OF ADVANCED CALLING.**

- What is a 4G LTE site?  
A Verizon 4G LTE cell site uses the latest technology to carry both voice and data. Voice service is provided over VoLTE or Voice Over Long Term Evolution technology through a service Verizon calls Advanced Calling 1.0.
- Advanced Calling offers high-definition or HD voice and video calling. To complete calls on this new cell site, customers’ phones must be capable of Advanced Calling and that feature must be activated in the phone itself. Both customers on a call must be served by 4G LTE and have the Advanced Calling feature activated to experience HD voice and video service.
- Customers with older 1X, 3G or 4G devices without Advanced Calling will not experience a change in voice service.

**V. REQUESTED LAND USE REVIEW**

On behalf of Verizon Wireless, the applicant is requesting a Conditional Use Permit approval to collocate a new wireless communication facility onto an existing wireless communication tower facility in the C-2 zone. Pursuant to the enclosed email from Owen Nason, Development Services Specialist / Planner, the proposed collocation will require a conditional use permit application.

**VI. RESPONSE TO THE WIRELESS COMMUNICATION FACILITIES APPROVAL CRITERIA**

The following paragraphs are a response to the wireless communication facilities approval criteria per Section 8-2C-45 of Garden City’s Municipal Code.

8-2C-45: *WIRELESS COMMUNICATION FACILITY:*

A. *Setback:*

**Verizon Wireless – BOI Fred Meyer Wireless Communication Facility  
Conditional Use Permit Application**

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1. *A wireless communication facility shall not be located closer than five thousand two hundred eighty feet (5,280') (1 mile) from an existing cellular tower.*

**Response:** No new wireless communication facility towers are proposed as part of this application. As illustrated in the enclosed drawings, the proposed wireless facility will be collocated onto an existing wireless communication tower facility.

2. *In addition to the setbacks required for the base zoning district as set forth in section 8-2B-3, table 8-2B-2, "Form Standards In All Base Zoning Districts", of this chapter, a support tower for a wireless communication facility shall be set back one foot (1') for every ten feet (10') of the total tower height.*

**Response:** Not applicable. No new support towers are proposed as part of this application.

3. *All equipment shelters, cabinets or other on ground ancillary structures shall meet the setback requirements of the zone.*

**Response:** As illustrated in the enclosed drawings, the proposed equipment cabinets will meet the minimum 5-foot setback to all property lines in the C2 zone.

- B. *Height: The maximum height, including all antenna attachments shall be one hundred feet (100') in the C-1 zone and one hundred twenty five feet (125') in the LI zone.*

**Response:** As illustrated in the enclosed drawings, no additional height is proposed as part of the proposed collocation. The height of the existing tower will not change.

- C. *Collocation: No new towers shall be allowed unless there has been an analysis certified by a qualified engineer and specific to the site that collocation on an existing wireless communication facility is infeasible. Evidence to demonstrate that no existing facility can accommodate the proposed new facility may consist of any of the following:*

**Response:** Not applicable. No new towers are proposed as part of this application. As illustrated in the enclosed drawings, the proposed wireless facility will be collocated onto an existing wireless communication tower facility.

- D. *Site Design:*

1. *Tower facilities shall be landscaped with a buffer outside the perimeter of the compound in accordance with the standards set forth in subsection 8-4I-5C of this title.*

**Verizon Wireless – BOI Fred Meyer Wireless Communication Facility  
Conditional Use Permit Application**

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**Response:** As illustrated in the enclosed drawings, and shown in the enclosed site photographs, existing landscaping surrounding the wireless facility. The proposed facility meets the landscaping requirements.

2. *Materials, colors, textures and screening shall be used that blend the tower facility to the natural and built environment. Supporting electrical and mechanical equipment installed on the tower shall use colors that are similar to the tower.*

**Response:** No new towers are proposed. The colors, materials, screening and textures of the proposed collocated antennas and equipment will match the wireless facility and tower.

3. *Except as required by the federal aviation administration (FAA) or the federal communications commission (FCC), transmission structures shall not be artificially lighted. Equipment shelters may use lighting consistent with the lighting standards set forth in section 8-4A-4, "Outdoor Lighting", of this title.*

**Response:** No new tower lighting is proposed as part of this application. A work light near the proposed ground equipment cabinets will be used when technicians are working on the site.

- E. *Site Maintenance: A wireless communication facility that is no longer in use shall be completely removed and the site restored to its preexisting condition within six (6) months of the cessation of operation.*

**Response:** The proposed collocation equipment and antennas will be removed within six months of the cessation of operation.

- F. *Other Regulations Apply: The site and structure design shall be subject to review by the design committee and the process set forth in section 8-6B-3 of this title. (Ord. 898-08, 9-8-2008; and. Ord. 944-12, 5-14-2012)*

**Response:** Verizon Wireless will pursue Design Committee approval to collocate onto the existing wireless communication facility.

8-4A-3: *FENCES AND WALLS:*

- A. *Permit Required: Anyone constructing a fence or wall over six feet (6') in height, not in conjunction with a building permit for a principal use or building, or any*

**Verizon Wireless – BOI Fred Meyer Wireless Communication Facility  
Conditional Use Permit Application**

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*fence located in the floodway shall secure a permit from the city prior to construction. (Ord. 944-12, 5-14-2012)*

**B. Maximum Height Requirements:**

1. *Fences and walls located along a street frontage within the front yard setback: Three and one-half feet (3.5').*

**Response:** Not applicable. No fences are proposed along street frontages.

2. *Fences and walls located within rear and interior side setbacks: Six feet (6').*

**Response:** As illustrated in the enclosed drawings, the proposed fences will be 6 feet tall

3. *Fences and walls on residential property with rear and interior side yards located adjacent to commercial uses: Eight feet (8').*

**Response:** Not applicable. The subject property is not residential.

4. *Fences and walls on corner properties: Six feet (6') with a minimum setback of ten feet (10') from the front property line.*

**Response:** Not applicable. The subject property is not a corner property.

5. *The height of fences and walls shall be measured from the existing grade.*

**Response:** The height of the fences will be measure from the existing grade.

**C. Fences And Walls Subject To Design Review: The following fences and walls shall be approved through the design review process as set forth in section [8-6B-3](#), "Design Review Committee", of this title.**

1. *Electric And Barbed Wire Fencing: Electric and barbed wire fencing may be allowed in the LI, C base districts and around agricultural uses when: a) used as the top section for security fencing; and b) located a minimum of six feet (6') above grade to the bottom wire.*

2. *Prohibited Fencing Materials: The use of boxes, sheet metal, old or decayed wood, broken masonry blocks, chainlink with slats, or other like unsightly materials for fencing shall be prohibited. (Ord. 944-12, 5-14-2012)*

**Verizon Wireless – BOI Fred Meyer Wireless Communication Facility  
Conditional Use Permit Application**

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**Response:** Not applicable. The proposed chain link fence complies with the fencing requirements. No barbed wire or slats are proposed.

8-4A-4: *OUTDOOR LIGHTING:*

**Response:** There will be a work light installed at the equipment platform that will only be illuminated when someone is working on site. No additional lighting is proposed.

**VII. RESPONSE TO THE CONDITIONAL USE PERMIT CRITERIA**

8-6B-2 *CONDITIONAL USE:*

A. *Purpose: The purpose of this section is to establish procedures that allow for a particular use on a particular property subject to specific terms and conditions of approval.*

**Response:** No response necessary.

B. *Applicability: The provisions of this section apply to all conditional uses identified throughout this title.*

**Response:** As stated in the attached email from Owen Nason, Development Services Specialist / Planner, the proposed collocation will require a conditional use permit application. Therefore, the provisions of this section apply.

C. *General Provisions:*

**Response:** No response necessary.

D. *Required Findings: In order to grant a conditional use permit, the commission shall make the following findings:*

1. *The use is appropriate to the location, the lot, and the neighborhood, and is compatible with the uses permitted in the applicable zoning district;*

**Response:** The proposed collocation onto the existing wireless communication tower facility is appropriate because it utilizes an existing support structure to achieve the height necessary to provide service, and eliminates the need for a new support structure to be built in the area. The subject property is large enough to accommodate the use, and the passive, unoccupied use typically only generates an average of one vehicle trip a month for maintenance, much less than the allowed uses in the C-2 zone. The monthly

**Verizon Wireless – BOI Fred Meyer Wireless Communication Facility  
Conditional Use Permit Application**

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maintenance visit will not impact local streets or traffic. Its only interaction with other uses in the area is providing reliable wireless telecommunication services to customers in the area. There are no activities associated with the site that will produce odor, vibration, heat, glare, radioactive materials, or noxious and toxic material. All equipment and materials needed to operate the site will be located within the proposed fenced area at the base of the existing support structure. Since the facility does not have water or sanitary facilities it will generate no wastewater.

2. *The use will be supported by adequate public facilities or services to the surrounding area, or conditions can be established to mitigate adverse impacts;*

**Response:** All public facilities necessary to serve the proposed wireless communication facility (power, telephone, fiber) are available.

3. *The use will not unreasonably diminish either the health, safety or welfare of the community; and*

**Response:** The improved service provided by the proposed facility to Verizon Wireless' network and that it will provide beneficial impacts to the residents in the area. The proposed facility is designed to provide improved reliability and access to E911 and emergency services such as police and fire who serve the area. 76% of 911 calls originate from a cell phones (*National Highway Traffic Safety Administration, February, 2016*). For many Americans, the ability to call 911 for help in an emergency is one of the main reasons they own a wireless phone. Access to 911 is particularly important when traditional landline phones are inaccessible or not working which is often the case for stranded motorists, after a severe storm or earthquake, or the result of other types of emergencies. Law enforcement agents, neighborhood watch programs and individuals use wireless phones in emergency situations to improve emergency service with reduced notification times, improved response times, improved knowledge for emergency response teams and an increased number of life-saving outcomes. As a result, this facility will provide a net positive impact on the health, safety and general welfare for the area.

4. *The use is not in conflict with the comprehensive plan or other adopted plans, policies, or ordinances of the city. (Ord. 898-08, 9-8-2008)*

**Response:** Collocation onto an existing wireless communication tower facility is not in conflict with the comprehensive plan, and will support the balanced development of the surrounding area with reliable wireless services.

**Verizon Wireless – BOI Fred Meyer Wireless Communication Facility  
Conditional Use Permit Application**

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**VIII. CONCLUSION**

Considering the foregoing analysis and findings, the applicant requests approval of this proposed Conditional Use Permit application. The application meets all applicable criteria for approval.

## Site Photos



**Photo 1:** Proposed fenced ground equipment area next to existing fenced area



**Photo 2:** Proposed fenced ground equipment area next to existing fenced area

Site Photos



**Photo 3:** Collocate antennas onto existing tower

August 10, 2016

Dear Property Owner / Resident

Garden City Development Services requires an opportunity for a meeting between the applicant of a development proposal and the residents of the neighborhood in which the development may occur. This meeting is required prior to a formal submittal of the development application to the city.

This letter is notice of an opportunity to review and discuss the Verizon Wireless proposal to co-locate antennas on an existing tower at 191 E 50<sup>th</sup> St, Garden City, ID. Verizon Wireless is proposing to up to 12 panel antennas and outdoor equipment. The site will be enclosed with chain link fence and three strands of barbed wire. Please email me if you would like a copy of the plans.

This is not a public hearing or a formal meeting. Public officials will not be present. If you have any questions regarding this pre-application requirement, please contact me.

Purpose: To review and provide comments regarding the Verizon Wireless co-location

When: Tuesday, August 23, from 5:30 pm to 6:00 pm

Where: Library! at Collister, 4724 W State St, Boise, ID 83703, near 20<sup>th</sup> Century Bowling and Baskin Robbins.

Project: Verizon Wireless antenna addition

Sincerely,



**Doug Kofford**  
Real Estate Specialist

**Technology  Associates**

5710 South Green Street  
Murray, UT 84123  
425. 306-7886 - cell  
(801) 262-0428 - Fax  
[doug.kofford@taec.net](mailto:doug.kofford@taec.net)



# ADA COUNTY ASSESSOR

190 E. Front Street, Suite 107, Boise, ID 83702  
(208) 287-7200 [www.adacountyassessor.org](http://www.adacountyassessor.org)

## RADIUS NOTICE REQUEST FOR ADDRESSES

Idaho Code 9-348(1)(b) prohibits the distribution or sale of mailing lists in order to protect the privacy of taxpayers. However, this list can be provided if you are requesting a list of property addresses to fulfill a requirement required by any statute, ordinance, rule, law or by any governing agency (Idaho Code 9-348(8)).

Please check the purpose below:

- Subdivision
- Conditional Use Permit
- Variance
- Expansion of Extension of a Nonconforming Use
- Zoning Ordinance Map Amendment
- Property Line Adjustment or Lot Split
- Annexation
- Comprehensive Plan Amendments
- Other: \_\_\_\_\_

RECEIVED  
AUG 10 2016  
ADA COUNTY ASSESSOR

Agency: GAFFEN CITY

Parcel Number or Address of Subject Property:

R 65322 10090

Brief Description:

COLOCATION OF ANTENNAS ON EXISTING TOWER

Applicant:

Name: DOUG KOFFORD / TAEC

Address: 5710 S. GREEN ST

City: MURRAY State: UT Zip: 84123

Telephone: 425 306 7886

Would you like to have the list emailed to you?

YES  NO

Email address: DOUG-KOFFORD@TAEC.NET

Under penalty of perjury, I hereby certify that I will not be using, nor will I allow to be used in any form or manner, the records, documents, or lists obtained from the Ada County Assessor's Office as a mailing or telephone number list for purposes other than listed above.

By: [Signature]

Date: 8/10/16

OMEGA PLAZA / MIDTOWN 50 B O A  
155 E 50TH ST  
BOISE, ID 83714-0000

CITY OF GARDEN CITY  
6015 N GLENWOOD ST  
GARDEN CITY, ID 83714-1347

KJ & RK INVESTMENTS  
155 E 50TH ST  
GARDEN CITY, ID 83714-0000

JST PROPERTIES LLC  
219 E 50TH ST  
GARDEN CITY, ID 83714-0000

TEALEY PATRICK A  
6977 N PENNCROSS WAY  
MERIDIAN, ID 83616-0000

VINEYARD CHRISTIAN  
4950 N BRADLEY ST  
GARDEN CITY, ID 83714-1478

133 E 50TH LLC  
133 E 50TH ST  
GARDEN CITY, ID 83714-0000

TCGG HOLDINGS LLC  
10674 N SAGE HOLLOW WAY  
BOISE, ID 83714-0000

JST PROPERTIES LLC  
219 E 50TH ST  
GARDEN CITY, ID 83714-0000

ZELHAM HOLDING LLC  
121 E 50TH ST  
GARDEN CITY, ID 83714-0000

JDT PROPERTIES LLC  
181 E 50TH ST  
GARDEN CITY, ID 83714-0000

COLWELL DOUGLAS T  
175 E 50TH ST  
GARDEN CITY, ID 83714-0000

ASIN GARY C  
5287 N LAKEMONT LN  
GARDEN CITY, ID 83714-0000

BOI CONFEDERATE

8/23/16

Gary Asin 5287 N. Lakewood La, G.C.

PAT TEALIN

12594 EXPLOREZ POISE

208-385-0326



## Letter of Authorization

Garden City  
6015 Glenwood Street  
Garden City, Idaho 83714

Re: Zoning/Building Permit Authorization

I hereby represent that the undersigned entity is the Attorney-in-Fact for the legal owner of the property referenced, and I hereby authorize Verizon Wireless, and/or its Agent, Paul Slotemaker, AICP (TAEC), whose mailing address is 7117 SW Beveland Street, Suite 101, Tigard, OR 97223 to act as the property owner's Agent in the processing and obtaining approval for Building and/or Zoning permits through Garden City for the modification of its facility (subject to the terms of any applicable leases) that would be located at the existing wireless communications site described as:

**Site Name:** Garden\_City / 276124  
**Site Number(s):** 824201 (TW) / 821574 (LU)  
**Site Address:** 201 East 50th Street, Garden City, ID 83714  
**APN#:** R6532210090

**Property Owner:** Gary C. and Lori J. Asin  
*by their Attorney-in-Fact, Tri-Star Investors, LLC,  
as successor-in-interest to T5 Unison Site Management LLC*



Clement P. Gigliotti, Jr.  
Real Estate Specialist

10/18/2014  
Date

*[Notary Acknowledgment to follow]*



Prepared by:  
Robert W. Mouton  
Locke Lord Bissell & Liddell LLP  
601 Poydras Street, Suite 2660  
New Orleans, LA 70130  
File: #0590924.03002

Record and Return to:  
Fidelity National Title Group  
7130 Glen Forest Drive, Suite 300  
Richmond, VA 23226  
Phone: 1.804.267.2049  
Fax: 1.804.267.2330  
LTIC File: #11592451  
Unison Site: #316987

## WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 28<sup>th</sup> day of April, 2009 ("Effective Date"), by and between John W. Moody and Betty L. Moody, as to an undivided ½ interest and Gary C. Asin and Lori J. Asin, as to an undivided ½ interest, whose collective address is 3363 N. Lakeharbor Lane, Boise, ID 83703 (collectively as "Site Owner") and T5 Unison Site Management LLC, a Delaware limited liability company, P.O. Box 1951, Frederick, Maryland 21702-0951 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

### RECITALS

WHEREAS, Site Owner is the owner of that certain property ("Property") located in the City of Garden City, and County of Ada in the State of Idaho, having a street address of 201 E. 50<sup>th</sup> St., Garden City, ID 83714 and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

1. Grant of Easement.

- (a) Site Owner grants, bargains, sells, transfers and conveys to Unison:
  - (i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities (collectively, "Facilities") and any related activities and uses including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four

(24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 ("Access and Utility Easements;" Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (i) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Unison shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Unison and/or Unison's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. Notwithstanding the foregoing, in the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Unison may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

5. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. **Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison and as necessary to comply with applicable laws, statutes or regulations.**

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and

evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison.

7. Property Maintenance and Access. Site Owner agrees to maintain the Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Site Owner agrees to provide Unison and its Customers access to and from the Easements and all other space in the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) as of the Effective Date, Site Owner shall not, without the prior written consent of Unison, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Unison under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (g) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of Property; and (h) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties

(provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by Unison shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party. Unison shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Unison with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Unison and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and assigns.

16. Dispute Resolution.

- (a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties, provided Unison has given Site Owner notice and contact information of Secured Parties, in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any

default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and Unison's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

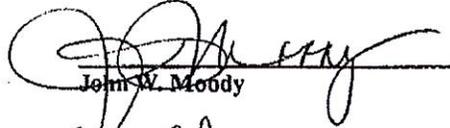
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

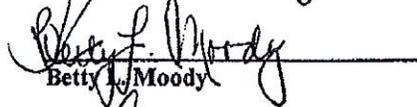
WITNESSES:

"SITE OWNER":

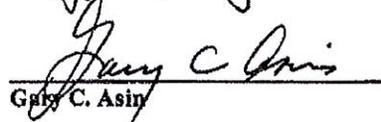
Print Name: \_\_\_\_\_

  
John W. Moody

Print Name: \_\_\_\_\_

  
Betty J. Moody

Print Name: \_\_\_\_\_

  
Gary C. Asin

Print Name: \_\_\_\_\_

  
Lori J. Asin

Address: 3363 N. Lakeharbor Lane  
City: Boise  
State: ID  
Zip: 83703  
Tel: 208-343-6699  
Fax: 208-343-6664

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this 27<sup>th</sup> day of June, in the year of 2009, before me, the undersigned Notary Public in and for said State, personally appeared John W. Moody and Betty L. Moody, as to an undivided 1/2 interest, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they) executed the same.

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

Kimberly A. Olson  
Notary Public  
Residing at BOISE IDAHO  
My commission expires JUNE 5, 2014

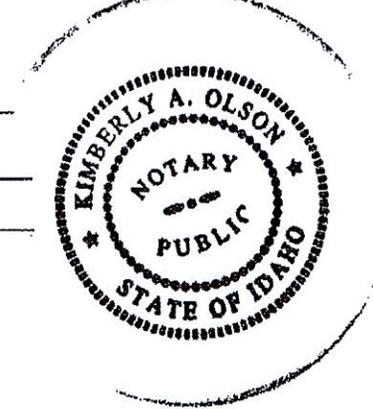


STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this 27<sup>th</sup> day of April in the year of 2009, before me, the undersigned Notary Public in and for said State, personally appeared Gary C. Asin and Lori J. Asin, as to an undivided 1/2 interest, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they) executed the same.

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

Kimberly A. Olson  
Notary Public  
Residing at BOISE IDAHO  
My commission expires JUNE 5, 2014

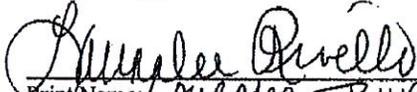
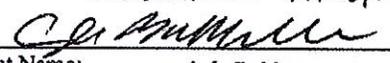


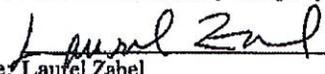
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

“UNISON”:

WITNESSES:

T5 UNISON SITE MANAGEMENT LLC,  
a Delaware limited liability company

  
Print Name: Laurel Zabel  
  
Print Name: Ayla Bakalli

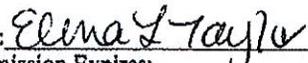
By:   
Name: Laurel Zabel  
Title: Authorized Signatory

Address: P.O. Box 1951  
City: Frederick  
State: Maryland  
Zip: 21702-0951  
Tel: (646) 452-5455  
Fax: (301) 360-0635

STATE OF NEW YORK            )  
  ) ss.  
COUNTY OF NEW YORK        )

On the 24<sup>th</sup> day of April in the year of 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Laurel Zabel, Authorized Signatory of T5 Unison Site Management LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature:   
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

ELENA L. TAYLOR  
Notary Public, State of New York  
No. 02TA6138247  
Qualified in Nassau County  
Commission Expires Dec. 19, 2009

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Lot 9 in Block 1 of OMEGA PLAZA SUBDIVISION, according to the official Plat thereof, filed in Book 93 of Plats at Pages 11276 and 11277, records of Ada County, Idaho.

AND BEING the same property conveyed to Gary C. Asin and Lori J. Asin; and John W. Moody and Betty L. Moody from The City of Garden City by Warranty Deed dated June 28, 2005 and recorded June 29, 2005 in Instrument No. 105086458; AND FURTHER CONVEYED to John W. Moody and Betty L. Moody from Gary C. Asin and Lori J. Asin by Quitclaim Deed dated May 27, 2008 and recorded May 27, 2008 in Instrument No. 108061661; AND FURTHER CONVEYED to Gary C. Asin and Lori J. Asin, an undivided 50% interest from John W. Moody and Betty L. Moody by Quitclaim Deed dated June 11, 2008 and recorded June 11, 2008 in Instrument No. 108067901.

Tax Parcel No. R6532210090

**EXHIBIT B-1**

**COMMUNICATION EASEMENT**

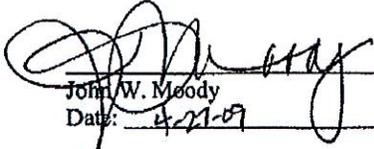
That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

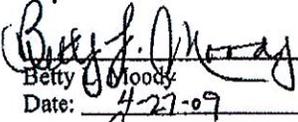
Beginning at the most southeasterly corner of Lot 2, Block 4, Bradley Park No. 1 Subdivision; thence N 55°38'00" W, 90.00 feet; thence S 34°22'00" W, 31.56 feet; thence S 55°38'00" E, 90.00 feet; thence N 34°22'00" E, 31.56 feet to the Point of beginning.

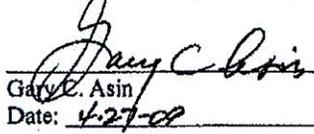
Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

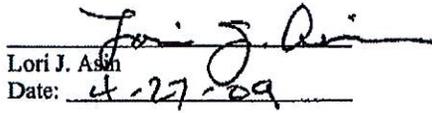
**Agreed and Approved:**

**Site Owner:**

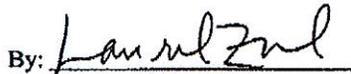
  
\_\_\_\_\_  
John W. Moody  
Date: 4-27-09

  
\_\_\_\_\_  
Betty Moody  
Date: 4-27-09

  
\_\_\_\_\_  
Gary C. Asin  
Date: 4-27-09

  
\_\_\_\_\_  
Lori J. Asin  
Date: 4-27-09

**Unison:**

By:   
\_\_\_\_\_  
Name: Laurel Zabel  
Title: Authorized Signatory  
Date: 4-24-09

**EXHIBIT B-2**

**ACCESS AND UTILITY EASEMENTS**

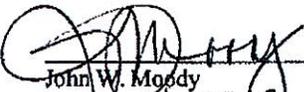
That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

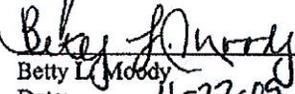
All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to East 50th Street (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said Access Easement being through Lot 1 Block 1 and being the same as the perpetual access easement for ingress/egress granted to Site Owner by that certain Plat of Omega Plaza Subdivision recorded on November 10, 2005 in Plat Book 93, Page 11276.

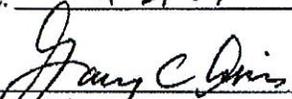
Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

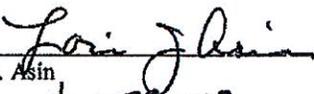
**Agreed and Approved:**

**Site Owner:**

  
\_\_\_\_\_  
John W. Moody  
Date: 4-27-09

  
\_\_\_\_\_  
Betty L. Moody  
Date: 4-27-09

  
\_\_\_\_\_  
Gary C. Asin  
Date: 4-27-09

  
\_\_\_\_\_  
Lori J. Asin  
Date: 4-27-09

**Unlson:**

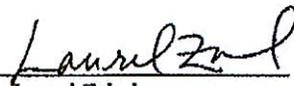
By:   
\_\_\_\_\_  
Name: Laurel Zabel  
Title: Authorized Signatory  
Date: 4-24-09

EXHIBIT C

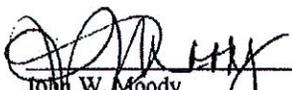
EXISTING AGREEMENTS

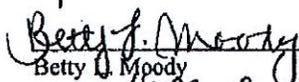
Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

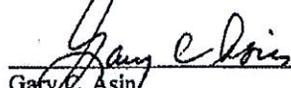
That certain Site Lease Agreement by and between City of Garden City, a municipal corporation, as Landlord, and Western PCS II Corporation, a Delaware corporation, as Tenant, effective October 10, 1996.

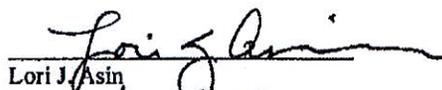
Read, Agreed and Approved:

Site Owner:

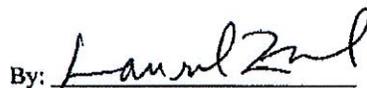
  
\_\_\_\_\_  
John W. Moody  
Date: 4-27-09

  
\_\_\_\_\_  
Betty J. Moody  
Date: 4-27-09

  
\_\_\_\_\_  
Gary E. Asin  
Date: 4-27-09

  
\_\_\_\_\_  
Lori J. Asin  
Date: 4-27-09

Unison:

By:   
\_\_\_\_\_  
Name: Laurel Zabel  
Title: Authorized Signatory  
Date: 4-24-09

**EXHIBIT D**

**TITLE ENCUMBRANCES**

**NONE**



# ABILITY TO SERVE REQUEST

Permit info: PWU201 --  
 \_\_\_\_\_ Rec'd by: \_\_\_\_\_  
 Application Date: \_\_\_\_\_

6015 Glenwood Street ■ Garden City, Idaho 83714 ■ Phone 208/472-2921 ■ Fax 208/472-2996

**CONTACT INFORMATION:**

Company: TAEC Name: Paul Slotemaker, AICP E-mail: paul.slotemaker@taec.net  
 Address: 11500 SW Terra Linda St City Beaverton State OR Zip: 97005  
 Office Phone: \_\_\_\_\_ Cell: 503-421-2258 Fax: \_\_\_\_\_

**SITE INFORMATION**

Project Description Collate a new wireless facility onto an existing tower  
 Project Street # 191 Street Name: E 50th Street  
 Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Parcel # R6532210090

Number of Units 0  
 Water Service Connection (Select if need new water meter):  $\frac{3}{4}$ " \_\_\_\_\_ 1" \_\_\_\_\_ 1.5" \_\_\_\_\_ 2" \_\_\_\_\_  
 Sewer Connection Y \_\_\_ N X  
 Fire Suppression Service Connection to City Main: \_\_\_\_\_ 6" Sprinkler \_\_\_\_\_ 8" Sprinkler \_\_\_\_\_ Hydrant  
 Number of sprinkler heads 0

ADDED NEW FIXTURES: Res=Residential Com=Commercial				RESTAURANTS:	
	Res	Com		Res	Com
	↓	↓		↓	↓
Hand Sink, Lavatory	<input type="checkbox"/>	<input type="checkbox"/>	Urinal-1.0 Gal/flush	<input type="checkbox"/>	<input type="checkbox"/>
Bar Sink-Faucet count (ESOF)	<input type="checkbox"/>	<input type="checkbox"/>	Water Closet/Tank 2.5g.	<input type="checkbox"/>	<input type="checkbox"/>
Janitor (Mop, Sunken Floor) Sink	<input type="checkbox"/>	<input type="checkbox"/>	Wtr Cl/Flushmtr Tnk >2.5g.	<input type="checkbox"/>	<input type="checkbox"/>
Kitchen Sink, Domestic-per faucet (ESOF)	<input type="checkbox"/>	<input type="checkbox"/>	Water Closet/Valve no tank	<input type="checkbox"/>	<input type="checkbox"/>
Laundry Tub per faucet(ESOF)	<input type="checkbox"/>	<input type="checkbox"/>	Drinking Ftn/per hd	<input type="checkbox"/>	<input type="checkbox"/>
Dental Circular Spray Sink	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher, domestic	<input type="checkbox"/>	<input type="checkbox"/>
Dental Flushing Rim Sink	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Washer, dom.	<input type="checkbox"/>	<input type="checkbox"/>
Dr. Hosp.--Clinic Sink	<input type="checkbox"/>	<input type="checkbox"/>	Ice Machine	<input type="checkbox"/>	<input type="checkbox"/>
Shower (per faucet head)	<input type="checkbox"/>	<input type="checkbox"/>	Hose Bibb Interior only	<input type="checkbox"/>	<input type="checkbox"/>
Bathtub/Shower Combo.	<input type="checkbox"/>	<input type="checkbox"/>	Dental Unit -(Cusp.)	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Please provide square footage area for all seating:

Indoor: \_\_\_\_\_  
 Outdoor: \_\_\_\_\_  
 Bar: \_\_\_\_\_  
 Banquet: \_\_\_\_\_  
 Other: \_\_\_\_\_

The applicant is responsible to **submit 2 COPIES and a DIGITAL Copy** of the following information for an ability to serve letter:

1. Fire system description & copy of approval from fire department.
2. Site plan.
3. Sewer line connection or addition description-detail.

The submittal of the above information does not guarantee that an "Ability to Serve" letter will be issued. Public Works shall conduct a review of the submitted information. There may be a request for additional information as necessary. Please contact Garden City Public Works with further questions.

Applicants Signature: DATE: 9/19/16

September 23, 2016

Garden City Planning and Zoning  
6015 Glenwood Street  
Garden City, ID 83714

**RE: Compliance Statement (BOI Fred Meyer)**

To Whom It May Concern:

Per city code, 8-2C-45: Wireless Communication Facility, Section C:

Verizon Wireless is proposing to collocate onto an existing monopole at 191 E 50<sup>th</sup> Street in Garden City. There will be no increase in the size or height of the existing monopole.

Please feel free to contact me with any questions.

Technology Associates EC, Inc, representing Verizon Wireless



Paul Slotemaker, AICP  
Senior Real Estate Specialist

**Paul Slotemaker**

**From:** Owen Nason <onason@GARDENCITYIDAHO.ORG>  
**Sent:** Thursday, September 15, 2016 2:35 PM  
**To:** Douglas Kofford; Paul Slotemaker  
**Cc:** Jenah Thornborrow  
**Subject:** 201 E 50th Street  
**Attachments:** CUP Application 06092011.pdf; Copy of 2016 Cut Off Dates and Meeting Schedule - 2016.pdf; Planning Submittal Form.pdf; From request to Obtain Fire Flow 4 22 2009.pdf; Affidavit of Property Posting.pdf; Entire Approved Title 8 04272015.pdf; Neighborhood Meeting Notice Example.pdf

Hello Mr. Kofford and Mr. Slotemaker,

I looked at the original Conditional Use Permit file 96-08-09 and your proposed equipment expansion site plans. Although you are not expanding the lease premises at the existing tower site at 201 E. 50<sup>th</sup> Street you are expanding the use at the site which would require a new Conditional Use Permitting application to move forward.

The Conditional Use Permit process begins with a Neighborhood Meeting. The Neighborhood Meeting involves acquiring a list of all property owners within a 300’ radius of the property and mailing them an invite to a meeting to discuss the project. An example of the letter is attached. The meeting can be held no sooner than 10 days after the mailing has been sent and must be held between 5:30 p.m. and 8:00 p.m. M-F. Please contact Ada County to acquire this list (287-7200).

Some other important information:

- The cost of the Conditional Use Permit application is \$546.
- Conditional Use Permit applications typically go through a pre-application meeting with various reviewers associated with the City (including the Fire Dept., Environmental Dept., Public Works Dept., and Building Dept.). We can schedule this at your earliest convenience. Meetings are offered every Thursday from 9:30 a.m. to noon at City Hall. Please call or email to schedule.
- A Fire Flow and Ability to Serve Letter are required for all Conditional Use Permit applications (see attached forms). The cost for these is \$174.20.
- All Conditional Use Permit applications must post signage on site 10 days in advance of the Planning and Zoning Commission hearing at which they will be heard (I’ve attached information on this as well).
- The attached calendar shows cut-off dates for PZ meetings.

If the project requires approval of the design Review Committee: Design Review application is \$525.

We are available to talk to you, and pre-application meetings are a free and informal way to get the Fire Department, the Building Department, Planning and Zoning and the Environmental Division together to investigate any potential issues they may have for a specific site or use. Thursday mornings are when we hold these meetings; please feel free to schedule one of these through Development Services at 472-2921 or [building@gardencityidaho.org](mailto:building@gardencityidaho.org).

Thank You,



Owen Nason  
Development Services Specialist / Planner  
(208) 472-2929  
Window Hours: Monday - Friday 9AM to 12PM and 1PM to 3:30PM.

