



TO: ADA COUNTY PLANNING & ZONING COMMISSION

HEARING DATE: March 10, 2016

STAFF: Brent Danielson, AICP, Associate Planner

PROJECT NO.: 201600036 CU

APPLICANT: Maverick Towers

AGENT: Andy Cockell

INTRODUCTION

A conditional use to construct a 110 foot tall commercial cell tower and antenna structure with an equipment shelter. The property contains 9.070 acres and is located at 3315 E. Lake Hazel Road in Section 4, T. 2N, R. 1E.

EXECUTIVE SUMMARY

The applicant is requesting a conditional use to construct a cell tower and equipment shelter. The tower will be located on a leased area in the southwest corner of the property. The applicant has stated in Exhibit #4 that the primary need for a site at this location is to improve in-building coverage and offload the increased traffic from the existing sites that have been servicing this area. In addition, the increased business and residential development to the north has also contributed to the need for a multi carrier facility in this area.

At the time this staff report was written the following agencies have provided comments on the application: Ada County Building Official, Boise Project Board of Control, Central District Health Department, Ada County Engineering & Surveying Division, and the Ada County Highway District. The Ada County Building Official responded in Exhibit #16 that the Building Division has no objection to the proposed use; however, the applicant should be aware that building permits will be required for each proposed structure. Plans prepared by a licensed Architect and/or Engineer including a thorough Code analysis based on the 2012 International Building Code will be required. The Boise Project Board of Control stated in Exhibit #17 that local irrigation/drainage ditches must remain unobstructed and protected by an appropriate easement. The Central District Health Department replied in Exhibit #18 that the applicant will need to apply for an accessory use with them with a map showing the location of the towers in relating to the house and septic system. The Ada County Engineering & Surveying Division responded in Exhibit #19 that pursuant to a recent change in the definition of Professional Land Surveying, it will now be required that a Professional Land Surveyor establish the boundary of the real property Lease Parcel and the Access and Utility Easements, monument the corners of

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said Lease Parcel and Access and Utility Easements relative to the boundary of the parent parcel. The applicant will need to provide a copy of the Record of Survey, the legal description of the Lease Parcel and the legal description of the Access and Utility Easements, stamped by the Professional Land Surveyor in responsible charge, for review prior to recording. The Ada County Highway District replied in Exhibit #24 that the applicant will be required to submit a Driveway Approach Request form, for a permit to work in the public right-of-way.

RECOMMENDATION

Based upon Staff's review of the application, staff concludes that this application complies with the Ada County Code and recommends approval to the Commission as set out in the proposed Findings of Fact and Conclusions of Law attached hereto.

The Commission should consider the evidence and testimony presented during the public hearing prior to rendering its decision concerning this application.

EXHIBIT LIST – PROJECT NO.: 201600036 CU

- 1 Preapplication Conference Notes. 5 pages.
- 2 Master Application Form. 2 pages.
- 3 Conditional Use Checklist. 1 page.
- 4 Detailed Letter. 3 pages.
- 5 Site Plan. 5 pages.
- 6 Tower & Antenna Engineering Report dated January 6, 2015. 2 pages.
- 7 Propagation Charts. 2 pages.
- 8 Land Lease Agreement. 11 pages.
- 9 Neighborhood Meeting Certification Form. 1 page.
- 10 Deed. 2 pages.
- 11 Submittal Letter to Maverick Towers dated January 12, 2016. 1 page.
- 12 Vicinity Map. 1 page.
- 13 Aerial Map. 1 page.
- 14 Zoning Vicinity Map. 1 page.
- 15 Agency Transmittal. 2 pages.
- 16 Memorandum from the Ada County Building Official dated January 14, 2016. 1 page.
- 17 Agency Response from the Boise Project Board of Control dated January 19, 2016. 1 page.
- 18 Agency Response from the Central District Health Department dated January 22, 2016. 1 page.

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- 19 Memorandum from the Ada County Engineering & Surveying Division dated January 25, 2016. 1 page.
- 20 Radius Map. 1 page.
- 21 Mailing List. 1 page.
- 22 Radius Notice. 1 page.
- 23 Legal Notice of Public Hearing published on February 16, 2016. 2 pages.
- 24 Agency Response from the Ada County Highway District dated February 25, 2016. 2 pages.

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ADA COUNTY
DEVELOPMENT SERVICES

200 W. FRONT STREET
BOISE, IDAHO 83702-7300
PHONE (208) 287-7900

PREAPPLICATION CONFERENCE NOTES

Preapplication Number: 201501163 - PREAP - A

Status: Active

Date Received: 11/3/2015

Date Closed:

Meeting Date: 11/12/2015 Date Assigned: 11/3/2015

Project Description:

Applicant's Name:

Cell Tower

MAVERICK TOWERS LLC

No. of Lots/Units: 0

Total Acres: 9.070

Unique Features:

Development Services Staff Assigned To Meeting:

Staff Name:

Attended Meeting?

BRENT DANIELSON



DIANA SANDERS



Sewer/Septic:

Water/Well:

General Property Location:

Southeast Corner of Lake Hazel & Eagle Road

Parcel Info:

Parcel Num:

Street Address:

City/State/Zip:

S1404223100

3315 E LAKE HAZEL RD

Meridian, ID 83642-0000

Zone Info:

Zone Type:

Zone:

Existing Zone

RUT

TwN / Rng / Sec Info:

TwN: Rng: Sec: Qtr:

2N 1E 4

Overlay Areas Info:

Overlay Area: Overlay Value: Code Ref: Comments:

Hillside 15 % Slope or More Article 8-3H

Impact Area Meridian

Comp Plan:

Meridian



Agencies To Contact:

Agency Name:

ADA COUNTY HIGHWAY DISTRICT/ PLANNING DEPT - (208)-387-6170

Comments:

CENTRAL DISTRICT HEALTH DEPARTMENT - (208)-327-8517

Comments:

IDAHO POWER COMPANY - (208)-388-2699

Comments:

Contact Person:

LITTLE CHRISTY

RENO MIKE

HORNSBY COURTNEY

Proposed Allowed Uses:

Tower or antenna structure, commercial

Required Applications:

11/12/2015

EXHIBIT 1
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PREAPPLICATION CONFERENCE NOTES

App Type: **Descriptive Name:**
CU CONDITIONAL USE

Notes:

A commercial cell tower requires a conditional use application.

A conditional use application will require a public hearing in front of the Planning and Zoning Commission.

The property is zoned the Rural-Urban Transition (RUT).

8-5-3-114: TOWER OR ANTENNA STRUCTURE, COMMERCIAL

A. Applicability:

1. The following regulations shall apply to tower structures and associated equipment for the purpose of commercial radio, television, telephone, paging, or satellite reception and/or transmission.
2. A facility that meets the following standard shall be reviewed as an accessory use. Any other facility shall be reviewed as a conditional use.

A. Collocation of new antenna and/or equipment for an approved tower structure, commercial shall be deemed an accessory use and shall require a zoning certificate prior to installation.

B. General Standards For Commercial Tower Structures And Associated Equipment:

1. Radio Frequency Emissions: The facility shall comply with FCC standards regarding radio frequency (RF) emissions.
2. Approval Required: The facility shall have approval from the federal aviation administration and the chief of the Idaho bureau of aeronautics prior to operation.
3. Additional Approval: The facility shall have approval from the Boise Airport director prior to operation. The approval shall include specific reference to the site location, height of the facility, lighting, and issuance of an avigation easement.
4. Permits Required: The applicant or owner shall be required to obtain all necessary permits, as may be required under federal, state or local statutes, regulations, or ordinances including, but not limited to, building permits.
5. Maintenance Of Facility: The facility shall be maintained in compliance with all federal, state, and local regulations and the construction standards set forth in this section.
6. Public Nuisance Prohibited: The owners of the facility shall have a continuous obligation to ensure the maintenance and upkeep and to prevent the creation of a public nuisance.
7. Outdoor Storage Areas: The proposed facility shall meet the standards for outdoor storage areas in section 8-5-3-78 of this chapter.
8. Conditional Use Approval: For any facility requiring conditional use approval, the director shall notify all property owners within a minimum of one thousand feet (1,000') of any property boundary (or lease boundary lines, if applicable) of the proposed site.
9. Removal: The tower and associated facilities shall be removed within sixty (60) days of cessation of use.
10. Tower Construction, Setback, And Fall Zone Standards:



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PREAPPLICATION CONFERENCE NOTES

a. The tower shall be constructed to the Telecommunications Industry Association/Electronic Industries Association (TIA/EIA) 222 revision F standard entitled "Structural Standards For Steel Antenna Supporting Structures", or as hereinafter may be amended.

B. Within the Boise air terminal airport influence areas overlay district, the height limit on the tower or antenna structure shall be as required by the code of federal regulations 14 CFR 77.

c. Towers over twenty feet (20') in height must be designed to allow for future arrangements of antennas upon the tower. Such towers must also be designed to accept antennas mounted at varying heights.

D. If the tower does not exceed the height limitations of the applicable base district, the tower shall meet the setback requirements of the district. If the tower exceeds the height limitation of the applicable base district, the tower shall meet the setback requirements of the district or it shall be set back one foot (1') for every ten feet (10') of total tower height from all property lines, whichever is greater.

E. In addition to the setback requirement noted in the preceding paragraph, a fall zone for each tower shall be delineated and permanently restricted from future development, as follows:

(1) The fall zone shall consist of the land area centered beneath the tower and circumscribed by a circle with a radius equal to a length of one foot (1') for every ten feet (10') of tower height.

(2) If the fall zone does not lie completely within the subject property, the applicant must obtain a nonevocable easement from all owners of property within the fall zone that prohibits the construction or placement of new structures within the fall zone, except as may be specifically permitted through the conditional use process. If an easement is utilized, a copy of the fully executed easement agreement shall be submitted as part of the application.

F. Towers shall be architecturally and visually compatible with the existing structures, vegetation, and/or uses in the area or likely to exist in the area under the terms of the applicable base district and/or comprehensive plan. The decision making body shall consider, but shall not be limited to, the following factors: similar height, color, bulk, and/or shape, or camouflage techniques to disguise the facility. This shall not preclude towers requiring FAA painting and/or marking from meeting those standards.

C. Application Requirements: The application materials shall include the following written documentation:

1. Suitability Analysis Of The Proposed Site: The analysis shall include, but is not limited to, the following:

a. Description of the surrounding area within one mile of the subject site including topography;

b. Propagation charts showing existing and proposed transmission coverage at the subject site and within an area large enough to provide an understanding of why the facility needs to be placed at the chosen location.

2. Signed Lease Agreement: If applicable, relevant portions of a signed lease agreement that requires the applicant to remove the tower and/or associated facilities upon cessation of use.

D. Additional Application Requirements For Facilities That Require A Conditional Use Approval:

1. Engineering data showing that the tower is designed structurally, electrically, and in all other respects to accommodate both the applicant's equipment and comparable equipment for a minimum of one additional user if the tower is over twenty feet (20') in height. If the tower is over one hundred ten feet (110') in height, it shall be designed structurally, electrically, and in all other respects to accommodate both the applicant's equipment and comparable equipment for a minimum of two (2) additional users.



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PREAPPLICATION CONFERENCE NOTES

2. A report from a qualified and licensed professional engineer that describes the facility height and design (including a cross section and elevation); documents the height above grade for the recommended mounting position for colocated antennas and the minimum separation distances between antennas; describes the facility's capacity; and any other information necessary to evaluate the request. The report must include the engineer's stamp and registration number.
3. A letter of intent committing the facility owner and successors to allow the shared use of the facility, as required by this title, if additional users agree in writing to meet reasonable terms and conditions for shared use.
4. Written analysis demonstrating that the facility cannot be accommodated on an existing or approved tower within:
 - a. A two (2) mile radius for towers with a height over one hundred ten feet (110');
 - b. A one mile radius for towers with a height over eighty feet (80'), but not more than one hundred ten feet (110');
 - c. A one-half (1/2) mile radius for towers with a height over fifty feet (50'), but not more than eighty feet (80'); or
 - d. A one-fourth (1/4) mile radius for towers with a height of fifty feet (50') or less.
5. It shall be the burden of the applicant to demonstrate that the proposed facility cannot be accommodated on an approved tower or structure within the required search radius due to one or more of the following reasons:
 - a. Unwillingness of a property owner, or tower or facility owner to entertain shared use.
 - B. The planned equipment would exceed the structural capacity of the existing tower or structure, as documented by a qualified and licensed professional engineer, and the existing tower or facility structure cannot be reinforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost.
 - C. The planned equipment would cause radio interference with material impacting the usability of other existing or planned equipment at the tower or structure, and the interference cannot be prevented at a reasonable cost as documented by a qualified and licensed professional engineer or other professional qualified to provide necessary documentation.
 - D. Existing or approved towers or other structures within the search radius cannot accommodate the planned equipment at a height necessary to be commercially functional as documented by a qualified and licensed professional engineer or other professional qualified to provide necessary documentation.
 - E. The proposed collocation with an existing tower or structure would be in violation of a local, state, or federal law.
 - F. Any other unforeseen reasons that make it unfeasible to collocate upon an existing or approved tower or structure as documented by a qualified and licensed professional engineer, or other professional qualified to provide necessary documentation.

See Article 8-5B of the Ada County Code for information on Conditional Uses.

Prior to the submission of a conditional use application, a neighborhood meeting is required. You may obtain the mailing labels from this office for a \$26.50 fee. See Section 8-7A-3 of the Ada County Code for information on neighborhood meetings.

The applicant is required to post the property with the hearing information at least 10 days before the public hearing. A sign certification form is required to be submitted at least 7 days before the public hearing. See Subsection 8-7A-5F of the Ada County Code for information on Sign Posting.



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PREAPPLICATION CONFERENCE NOTES

CODE REFERENCES:

Article 8-2B ~ Rural-Urban Transition (RUT) District
Section 8-5-3-9-114 ~ Tower or Antenna Structure, Commercial
Article 8-5B ~ Conditional Uses
Section 8-7A-3 ~ Neighborhood Meetings
Subsection 8-7A-5F ~ Sign Posting Requirements

Meeting notes:

Capacity issue is driving the request. Is looking at two locations on the property. The western location is the 1st choice.

Additional Preap Conference: Not Recommended

Neighborhood Meeting Required? Yes

Cross References:



MASTER APPLICATION/PETITION REQUEST

ADA COUNTY DEVELOPMENT SERVICES

200 W. Front Street, Boise, Idaho 83702. www.adaweb.net phone: (208) 287-7900 fax: (208) 287-7909

TYPE OF ADMINISTRATIVE APPLICATION:

- ACCESSORY USE*
- FARM DEVELOPMENT RIGHT
- FLOODPLAIN PERMIT
- HILLSIDE DEVELOPMENT*
- HIDDEN SPRINGS ADMINISTRATIVE
- HIDDEN SPRINGS SPECIAL EVENT
- LIGHTING PLAN
- LANDSCAPE PLAN
- DRAINAGE PLAN
- MASTER SITE PLAN*
- EXPANSION NONCONFORMING USE
- ONE TIME DIVISION
- PRIVATE ROAD
- PROPERTY BOUNDARY ADJUSTMENT
- PLANNED UNIT DEVELOPMENT (PUD)
- SIGN PLAN
- TEMPORARY USE*

TYPE OF HEARING LEVEL APPLICATION:

- CONDITIONAL USE
- DEVELOPMENT AGREEMENT
- SUBDIVISION, PRELIMINARY*
- PLANNED COMMUNITIES*
- SUBDIVISION, SKETCH PLAT*
- VACATION
- VARIANCE
- ZONING MAP AMENDMENT
- ZONING TEXT AMENDMENT

TYPE OF HEARING LEVEL PETITION:

- COMPREHENSIVE PLAN MAP OR TEXT AMENDMENT PETITION CHECKLIST

TYPE OF ADDENDA:

- APPEAL
- ADMINISTRATIVE MODIFICATION
- DEVELOPMENT AGREEMENT MODIFICATION
- FINAL PLAT
- TIME EXTENSION

REQUIRED SUBMITTALS:

- CHECKLIST for applicable application(s). If multiple applications, do not duplicate submittals.
- *SUPPLEMENTAL WORKSHEET REQUIRED

SITE INFORMATION:

Section: 4 Township: 2N Range: 1E Total Acres: 9.070
 Subdivision Name: _____ Lot: _____ Block: _____
 Site Address: 3315 E Lake Hazel Rd. City: Meridian
 Tax Parcel Number(s): 51404223100
 Existing Zoning: RVT Proposed Zoning: _____ Area of City Impact: Meridian Overlay _____
 District(s): _____

RECEIVED
JAN 08 2016
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OFFICE USE ONLY

10 x 20 = 200
 x .12¢
 = 24.00

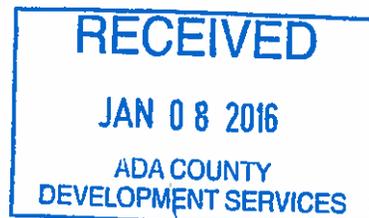
Project #: <u>201600036-CLL</u>	Planning Fees/GIS: <u>824.00</u>	Engineering Fees:
Received By: <u>TBA</u> Date: <u>1/8/15</u> Stamped <input checked="" type="checkbox"/>		

APPLICANT/AGENT: (Please print)		ADDITIONAL CONTACT if applicable: (Please Print)	
Name: <u>MAVRICK TOWERS LLC</u>		Name: _____	
Address: <u>1253 Dover Hill Rd.</u>		Address: _____	
City: <u>Santa Barbara</u> State: <u>CA</u> Zip: <u>93103</u>		City: _____ State: _____ Zip: _____	
Telephone: <u>805-252-2486</u> Fax: <u>805-364-4919</u>		Telephone: _____ Fax: _____	
Email: <u>MAVRICKTOWERSLLC@gmail.com</u>		Email: _____	
I certify this information is correct to the best of my knowledge.		ENGINEER/SURVEYOR if applicable: (Please Print)	
Name: _____		Name: _____	
Address: _____		Address: _____	
City: _____ State: _____ Zip: _____		City: _____ State: _____ Zip: _____	
Telephone: _____ Fax: _____		Telephone: _____ Fax: _____	
Email: _____		Email: _____	
Signature: (Applicant) _____ Date <u>10-21-15</u>			

OWNER (S) OF RECORD: (Please Print)		OWNER (S) OF RECORD: (Please Print)	
Name: <u>Jack Williams & Marylynn Robertson</u>		Name: <u>Marylynn Robertson</u>	
Address: <u>3315 E. Lake Hazel Rd.</u>		Address: <u>3315 E. Lake Hazel Rd.</u>	
City: <u>Meridian</u> State: <u>ID</u> Zip: <u>83642</u>		City: <u>Meridian</u> State: <u>ID</u> Zip: <u>83642</u>	
Telephone: <u>208--941-1058</u>		Telephone: <u>208-959-2559</u>	
Fax: _____		Fax: <u>208-433-5192</u>	
Email: <u>jm.horses44@hotmail.com</u>		Email: <u>JM.horses44@hotmail.com</u>	
I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.		I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.	
Signature: <u>Jack Williams</u> Date <u>10/21/15</u>		Signature: <u>Marylynn Robertson</u> Date <u>10/21/15</u>	
Signature: All Owner (s) of Record _____ Date _____		Signature: All Owner (s) of Record _____ Date _____	

ALL OWNER(S) OF RECORD (ON THE CURRENT DEED) MUST SIGN (Additional Sheets are Available Online)

If the property owner(s) are a business entity, please include business entity documents, including those that indicate the person(s) who are eligible to sign documents.



ADA COUNTY DEVELOPMENT SERVICES

200 W. Front Street, Boise, ID 83702. www.adaweb.net phone: (208)287-7900 fax: (208)287-7909



CONDITIONAL USE CHECKLIST

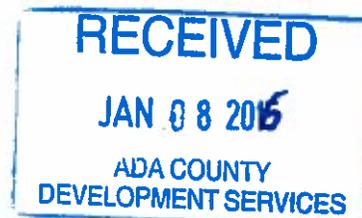
A Conditional Use request requires a public hearing.

GENERAL INFORMATION:

Applicant	DESCRIPTION	Staff
X	One paper copy and one electronic copy of all required submittals.	
X	Completed and signed Master Application	
X	DETAILED LETTER by the applicant fully describing the request or project and addressing the following:	✓
	Explain the proposed use, and all uses associated with the request.	
	Any other supporting information.	
	Address the standards in ACC 8-5-3 for proposed use(s):	
	Days of use:	
	Hours of use:	
	Duration of use(s):	
	MASTER SITE PLAN (if required)	
X	NEIGHBORHOOD MEETING CERTIFICATION	✓
X	PRE-APPLICATION CONFERENCE NOTES	✓
X	SITE PLAN is not required if associated with a MSP.	
	Show existing and proposed structures.	
	Submit one electronic copy, one full sized plan and one 8 1/2"X 11" plan.	
X	DEED (or evidence of proprietary interest)	✓
N/A	OVERLAY DISTRICT: May require a separate checklist or additional information for the following:	
	HILLSIDE (ACC 8-3H)	
	FLOOD HAZARD (ACC 8-3F)	
	WILDLAND-URBAN FIRE INTERFACE (ACC 8-3B)	
	SOUTHWEST PLANNING AREA (ACC 8-3C)	
	PLANNED UNIT DEVELOPMENT (ACC 8-3D)	
	BOISE RIVER GREENWAY (ACC 8-3G)	
	BOISE AIR TERMINAL AIRPORT INFLUENCE AREAS (ACC 8-3A)	
X	MUST COMPLY WITH SIGN POSTING REGULATIONS (ACC 8-7A-5)	
X	APPLICATION FEE: Call County or go to www.adaweb.net for fees	✓

Supplementary information at the discretion of the Director or County Engineer may be required to sufficiently detail the proposed development within any special development area, including but not limited to hillside, planned unit development, floodplain, southwest, WUFI, Boise River Greenway, airport influence, and/or hazardous or unique areas of development.

Application will not be accepted unless all applicable items on the form are submitted. This application shall not be considered complete until staff has received all required information.



VERSION 2013

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EXHIBIT 3
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Project # 2016cm36 CU



Maverick Towers

January 8, 2016

Ada County
Development Services
200 W. Front Street
Boise, ID 83702

Re: Application for a Conditional Use Permit
Multi Carrier Wireless Telecommunications Facility
3315 E. Lake Hazel Road, Meridian ID 83642
Applicant – Maverick Towers



Dear Staff:

Maverick Towers desires to locate a new wireless telecommunication facility at the address referenced above. This parcel is approximately 9.07 acres, is zoned RUT and the current use is residential.

The primary need for a site at this location is to improve in-building coverage and offload the increased traffic from the existing sites that have been servicing this area. In addition, the increased business and residential development directly to the north, also contributed to the need for a multi carrier facility in this area.

Maverick Towers designs facilities that can accommodate up to four wireless carriers and we believe this tower will provide a viable solution to service the area without the need for any additional towers. We have a carrier that is interested in collocating on this facility and are currently in negotiations.

Maverick Towers has entered into a lease with the property owner and is ready to apply for a conditional use permit with Ada County.

Per Chapter 8-5-3-114, Section B, "General Standards", it discuss the following:

- B1: The facility shall comply with FCC standards regarding radio frequency (RF) emissions. A letter from the carrier can be submitted upon Maverick entering into a lease with the carrier.

- B2 and 3: It mentions that approval from the FAA, Idaho Bureau of Aeronautics and Boise airport shall be obtained prior to operation. Maverick Towers will obtain all necessary permits.
- B4 and B5: Maverick Towers will obtain all necessary permits and the facility will be maintained per all regulations.
- B6: Maverick Towers will maintain it and upkeep it and prevent the creation of a public nuisance.
- B9: Maverick Towers will remove the facility after 60 days of use.
- B10 (a): The tower will be constructed to TIA/EIA 222 revision F standards and any other local and federal standards. This will be shown when we apply for the building permit. Additionally, attached are tower drawings of the proposed site.
- B10 (c): Any tower over 20' in height must be designed for collocation. This tower will be 110' tall and it will be able to accommodate up to 4 carriers. Included with this packet is the tower design, which shows future collocation.
- B10 (d): The tower does exceed the height limits of the applicable base district and as a result needs to be setback 1' for every 10' of total tower height from all property lines or shall meet the setback requirements of the district, whichever is greater. The setback from the nearest property line (the westerly side) is greater than 11'.
- B10 (e): This section talks about fall zone and this tower meets the fall zone requirement and the fall zone lies completely within the subject property.

Per Chapter 8-5-3-114, Section C discuss the following:

- C1 (a): Description of the surrounding area within one mile of the subject site—within the mile is residential, minimal commercial, churches, schools and undeveloped land. The topography is relatively flat.
- C1 (b): Propagation maps are included in this application.
- C2: The redacted lease that has been signed by the property owner is attached.

Per Chapter 8-5-3-114, Section D, discusses the following:

- D1 and D2: Tower drawings are included showing the structurability of the tower and that it's designed for future carriers.
- D3: The business model of Maverick Towers is to build a facility that will hold multiple carriers, thus we will highly encourage other carriers to collocate. Maverick Towers will allow others to collocate.
- D4 (b): The proposed tower is 110' tall, thus the applicant must show why it cannot collocate on any towers within a one mile radius. There are no existing towers within one mile of the search area.
- D5: This section asks to prove why the proposed facility cannot go on an approved tower or structure within the required search area. Again, there are no towers or structures within the search area.

Maverick Towers believes this proposed site and its design are in compliance with the Ada County wireless telecommunication ordinance.

Should you have any questions or require more information, please contact me at the number below.

Sincerely,



Andy Cockrell
805-252-2436

EXHIBIT 4
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MAVERICK TOWERS

SITE NAME:
LAKE HAZEL

SITE NUMBER:
MT014

3315 E. LAKE HAZEL ROAD
MERIDIAN, ID 83642-7207



FCC COMPLIANCE
RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

CODE COMPLIANCE
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF ALL GOVERNING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. WORK PERFORMED IN VIOLATION OF THESE CODES IS NOT ALLOWED.

ADA COMPLIANCE
THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES. A TECHNICIAN WILL PERIODICALLY VISIT THE SITE FOR ROUTINE MAINTENANCE.

SITE INFORMATION
PROPERTY LANDLORD OR OWNER: JACK WILLIAMS / MARILYNN ROBERTSON
SITE ADDRESS: 3315 E. LAKE HAZEL ROAD MERIDIAN, ID 83642-7207
COUNTY: ADA
ZONING DESIGNATION: RUT - MISCELLANEOUS RESIDENTIAL
PARCEL NUMBER: S1404223100
POWER COMPANY: IDAHO POWER
TELEPHONE COMPANY: -

CONTACT INFORMATION
APPLICANT: MAVERICK TOWERS
1253 DOVER HILL ROAD
SANTA BARBARA, CA 93103
PHONE: 805.252.2436
CONTACT: ANDY COCKELL
ARCHITECTURE & ENGINEERING: GEOSTRUCTURAL, LLC.
PO BOX 2621
BOISE, ID 83701
PHONE: 530.539.4787
CONTACT: DON GEORGE

SITE ACCESS
COORDINATES ARE FOR NAVIGATIONAL PURPOSES ONLY, NOT TO 1A ACCURACY.
COORDINATES: 43°32'44.54"N / 116°21'12.31"W
SPECIAL ACCESS INFORMATION: NO SPECIAL ACCESS

NEW SITE BUILD PROJECT



PROJECT INFORMATION
THIS PROJECT CONSISTS OF THE FOLLOWING:
INSTALLATION: • (1) 110' MONOPOLE TOWER DESIGNED FOR MULTIPLE CARRIERS
• (1) 75'x75' PROPOSED LEASE AREA (5,625 SQ. FT.)

- GENERAL PROJECT NOTES**
- PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE PROPOSED PROJECT.
 - CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
 - ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A MAVERICK TOWERS REPRESENTATIVE.
 - INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O.
 - NOTIFY MAVERICK TOWERS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A MAVERICK TOWERS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
 - CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
 - CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A MAVERICK TOWERS REPRESENTATIVE.
 - THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY MAVERICK TOWERS, THE CONTRACTOR SHALL PROVIDE MAVERICK TOWERS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
 - VERIFY ALL FINAL EQUIPMENT WITH A MAVERICK TOWERS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY MAVERICK TOWERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	TOWER ELEVATION & ISOMETRIC

EXHIBIT 5
Page 1 of 5
Project # 20160036 CW

MAVERICK TOWERS

1253 DOVER HILL ROAD
SANTA BARBARA, CA 93103



GEOSTRUCTURAL

PO BOX 2621, BOISE, ID 83701
P 530 539 4787
E CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
C	12/08/15	MOVED SITE EAST	GGD
B	11/28/15	ISSUED FOR REVIEW	GGD
A	11/20/15	ISSUED FOR REVIEW	GGD

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

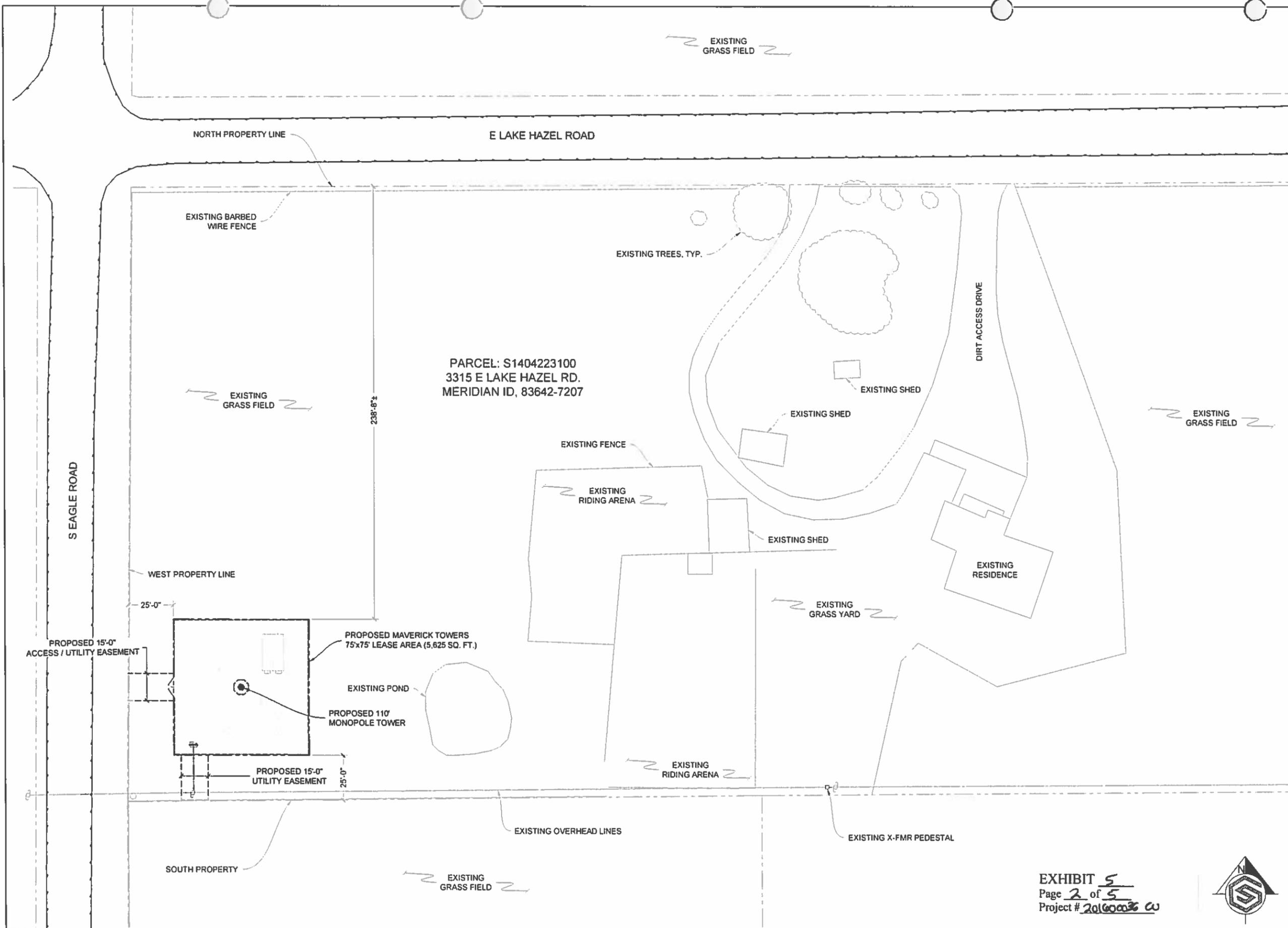
SITE INFORMATION:
LAKE HAZEL

MT014

3315 E LAKE HAZEL RD.
MERIDIAN ID, 83642-7207

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1



MAVERICK TOWERS

1253 DOVER HILL ROAD
SANTA BARBARA, CA 93103



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SITE INFORMATION:

LAKE HAZEL

MT014

3315 E LAKE HAZEL RD.
MERIDIAN ID, 83642-7207

SHEET TITLE:

**OVERALL
SITE PLAN**

SHEET NUMBER:

A-1

EXHIBIT 5
Page 2 of 5
Project # 20160000 CW



SITE NOTES
 SURVEY INFORMATION SHOWN WAS CREATED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY. GEOSTRUCTURAL, LLC. DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS, AND SETBACKS.
 PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES. UTILITIES SHOWN ARE FOR REFERENCE ONLY AND INVENTORY IS NOT EXHAUSTIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND VERIFICATION OF ALL UTILITIES AND MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.



MAVERICK TOWERS
 1253 DOVER HILL ROAD
 SANTA BARBARA, CA 93103



GEOSTRUCTURAL
 PO BOX 2821, BOISE, ID 83701
 P 530 539 4787
 E CONTACT@GEOSTRUCTURAL.COM
 WWW.GEOSTRUCTURAL.COM

REVISIONS			
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SITE INFORMATION:

LAKE HAZEL

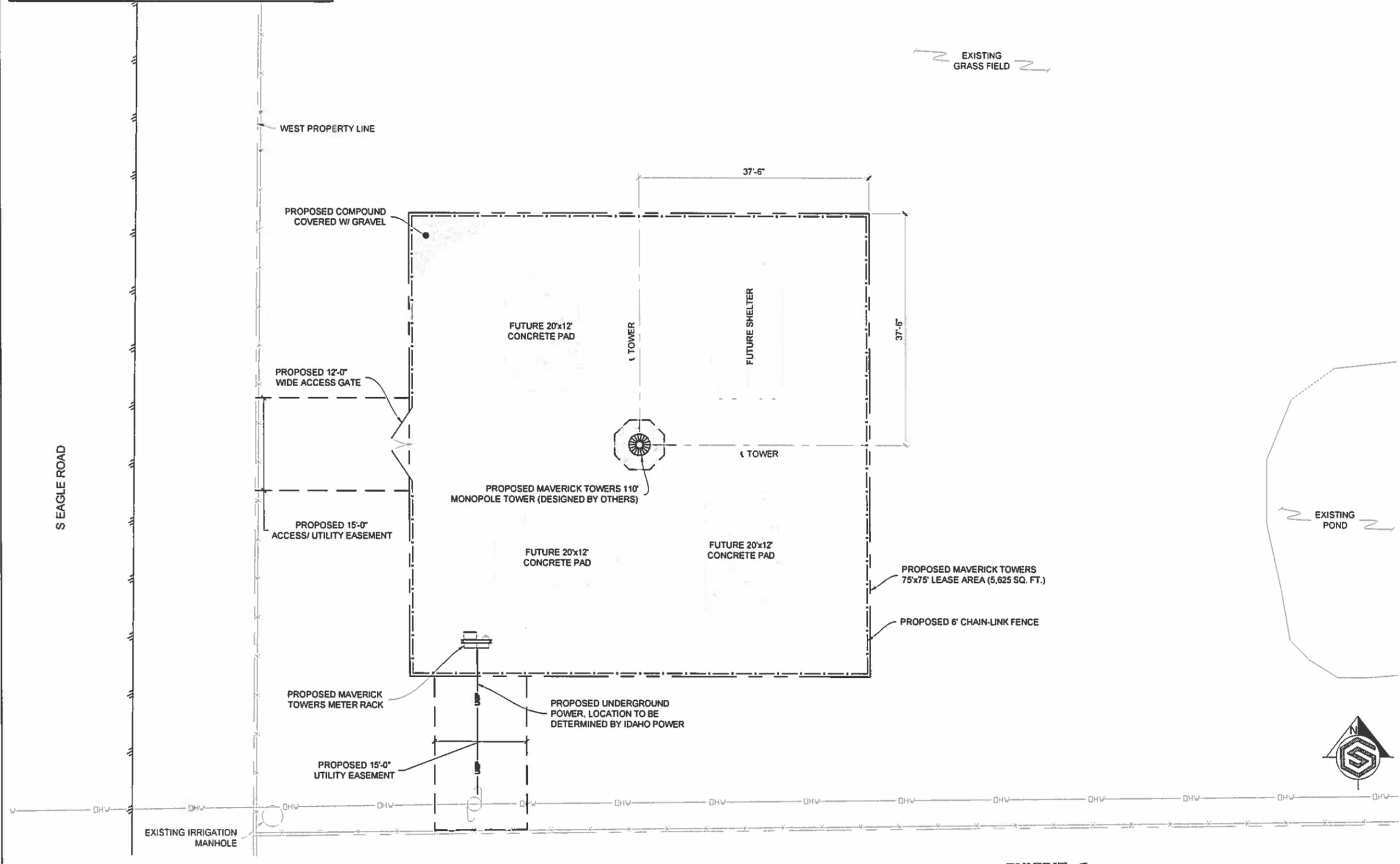
MT014

3315 E LAKE HAZEL RD.
 MERIDIAN ID, 83642-7207

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER:

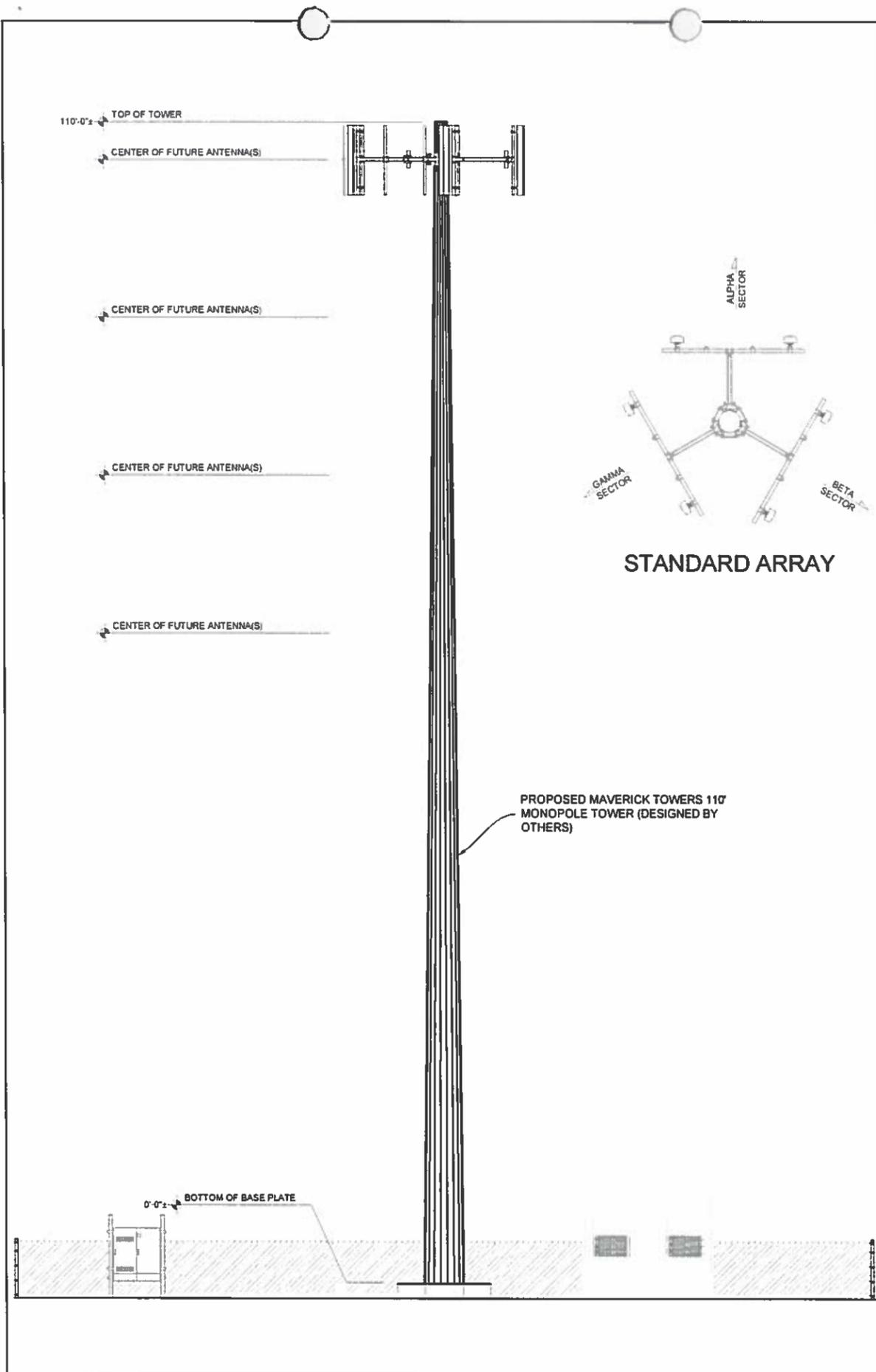
A-2



ENLARGED SITE PLAN

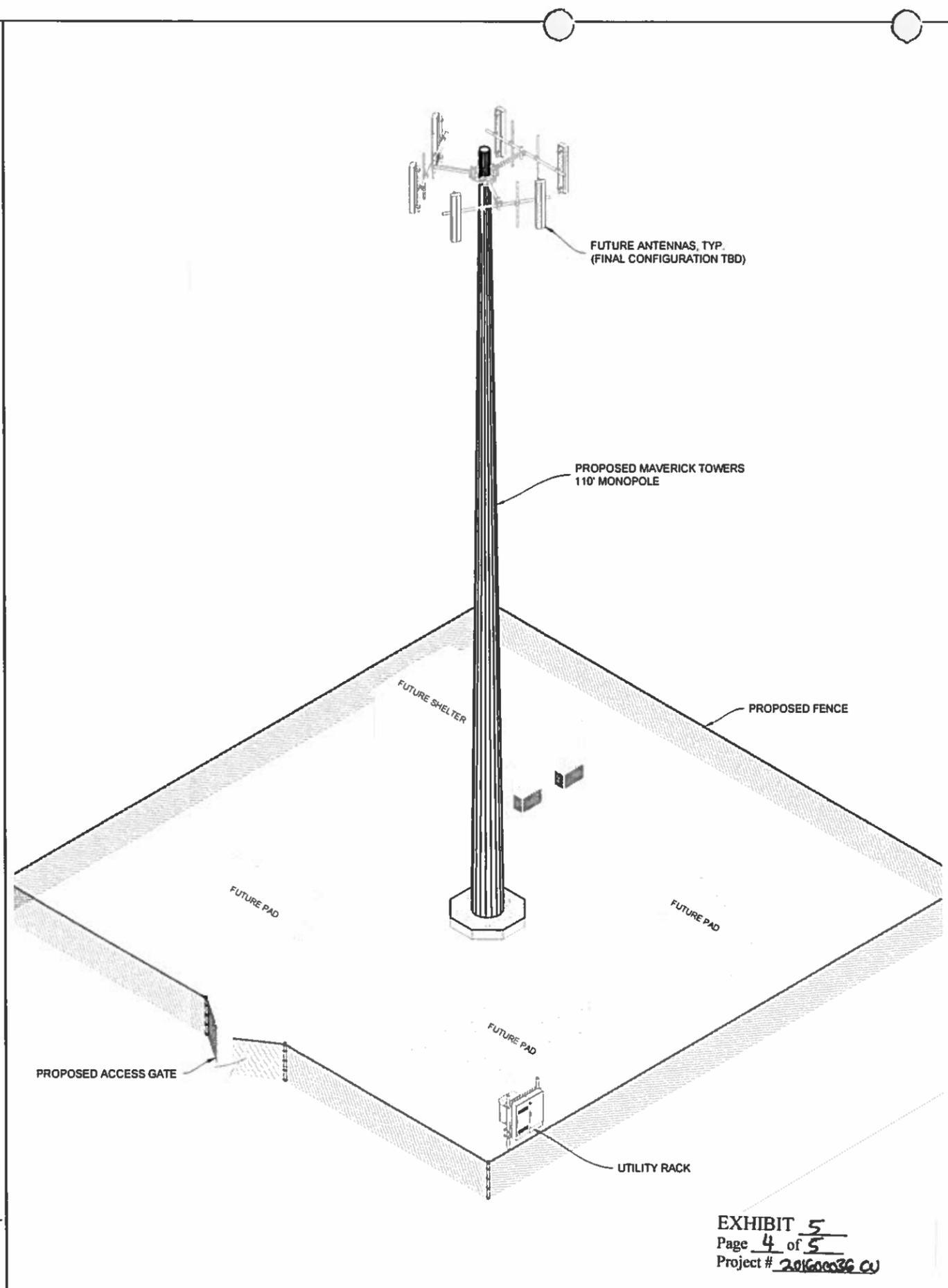
EXHIBIT 5
 Page 3 of 5
 Project # 201600036 CU

SCALE: 1/16" = 1'-0" (11x17) **1**



PROPOSED TOWER ELEVATION

SCALE N.T.S. 2



PROPOSED TOWER ISOMETRIC

SCALE N.T.S. 1

EXHIBIT 5
Page 4 of 5
Project # 20160036 CU

MAVERICK TOWERS

1253 DOVER HILL ROAD
SANTA BARBARA, CA 93103



GEOSTRUCTURAL

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SITE INFORMATION:

LAKE HAZEL

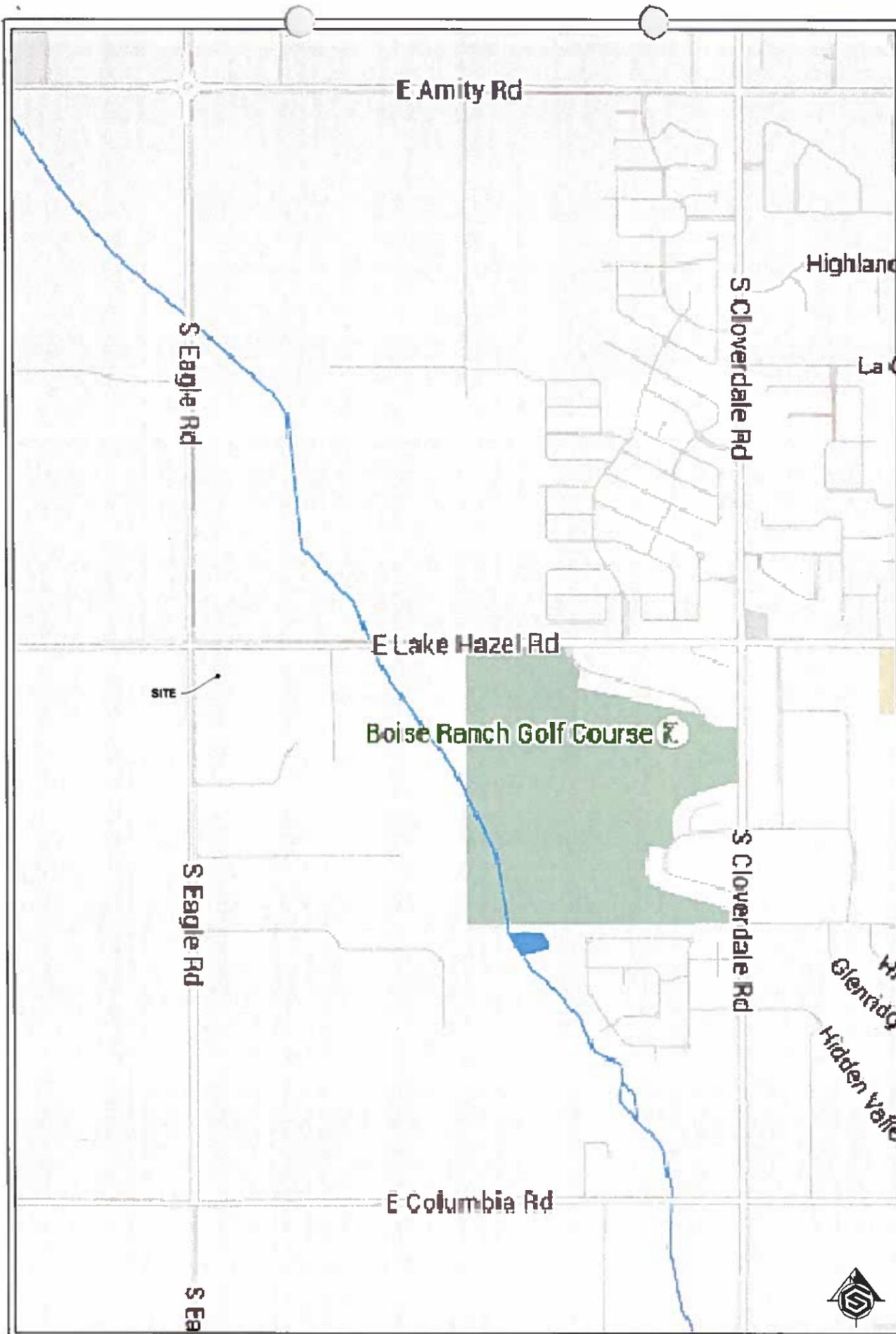
MT014

3315 E LAKE HAZEL RD
MERIDIAN ID, 83642-7207

SHEET TITLE:
TOWER ELEVATION & ISOMETRIC

SHEET NUMBER:

A-3



MAVERICK TOWERS

1253 DOVER HILL ROAD
SANTA BARBARA, CA 93103



GEOSTRUCTURAL

PO BOX 2621, BOISE, ID 83701
P 530 539 4787
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REVISIONS			
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A	11/20/15	ISSUED FOR REVIEW	GGD

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LAKE HAZEL

MT014

3315 E LAKE HAZEL RD.
MERIDIAN ID, 83642-7207

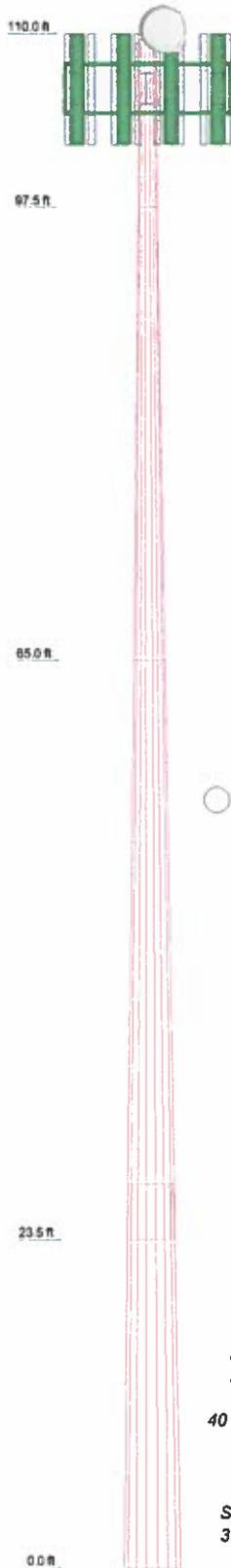
SHEET TITLE

OVERALL MAPS

SHEET NUMBER

MAP

Section	1	2	3	4	13.7
Length (ft)	12.50	32.50	41.50	27.50	27.50
Number of Slides	18	18	18	18	18
Thickness (in)	0.3750	0.5000	0.3125	0.3750	0.3750
Socket Length (ft)			4.00		
Top Dia (in)	18.0000	16.0000	28.3000	37.6327	37.6327
Bot Dia (in)	18.0000	26.3300	39.5300	47.0000	47.0000
Grade			AG72-65		
Weight (K)	0.8	3.8	4.8	4.7	4.7



DESIGNED APPURTENANCE LOADING

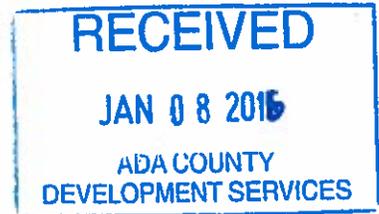
TYPE	ELEVATION	TYPE	ELEVATION
Platform 14' w/ Rails	106	Platform 14' w/ Rails	86
(4) GENERIC 96"x12"x6" Panel	106	(4) GENERIC 96"x12"x6" Panel	86
(4) GENERIC 96"x12"x6" Panel	106	(4) GENERIC 96"x12"x6" Panel	86
(4) GENERIC 96"x12"x6" Panel	106	(4) GENERIC 96"x12"x6" Panel	86
(2) ALCATEL/LUCENT 9442 RRH	106	(2) ALCATEL/LUCENT 9442 RRH	86
(2) ALCATEL/LUCENT 9442 RRH	106	(2) ALCATEL/LUCENT 9442 RRH	86
(2) ALCATEL/LUCENT 9442 RRH	106	(2) ALCATEL/LUCENT 9442 RRH	86
Platform 14' w/ Rails	96	Platform 14' w/ Rails	76
(4) GENERIC 96"x12"x6" Panel	96	(4) GENERIC 96"x12"x6" Panel	76
(4) GENERIC 96"x12"x6" Panel	96	(4) GENERIC 96"x12"x6" Panel	76
(4) GENERIC 96"x12"x6" Panel	96	(4) GENERIC 96"x12"x6" Panel	76
(2) ALCATEL/LUCENT 9442 RRH	96	(2) ALCATEL/LUCENT 9442 RRH	76
(2) ALCATEL/LUCENT 9442 RRH	96	(2) ALCATEL/LUCENT 9442 RRH	76
(2) ALCATEL/LUCENT 9442 RRH	96	(2) ALCATEL/LUCENT 9442 RRH	76

MATERIAL STRENGTH

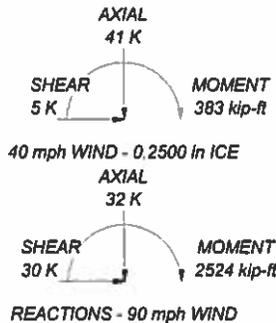
GRADE	Fy	Fu	GRADE	Fy	Fu
A572-65	65 ksi	80 ksi			

TOWER DESIGN NOTES

1. Tower is located in Ada County, Idaho.
2. Tower designed for Exposure C to the TIA-222-G Standard.
3. Tower designed for a 90 mph basic wind in accordance with the TIA-222-G Standard.
4. Tower is also designed for a 40 mph basic wind with 0.25 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Tower Structure Class II.
7. Topographic Category 1 with Crest Height of 0.00 ft
8. Connections use galvanized A325 bolts, nuts and locking devices. Installation per TIA/EIA-222 and AISC Specifications.
9. Tower members are "hot dipped" galvanized in accordance with ASTM A123 and ASTM A153 Standards.
10. Welds are fabricated with ER-70S-6 electrodes.
11. TOWER RATING: 84.7%



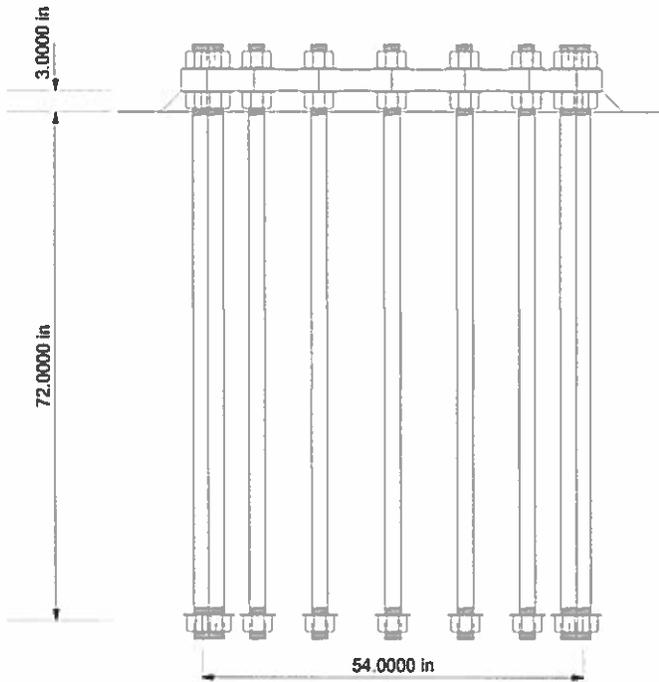
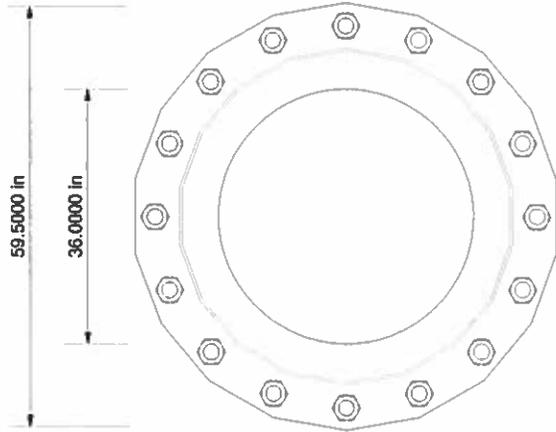
ALL REACTIONS ARE FACTORED



FOR ZONING REVIEW ONLY
NOT FOR CONSTRUCTION

<p>GeoStructural, LLC PO Box 2621 Boise, ID 83701 Phone: 530.539.4787 FAX: www.geostructural.com</p>	Job: 110' Monopole		
	Project: Structural Analysis		
	Client: Maverick Towers	Drawn by: DWG	App't:
	Code: TIA-222-G	Date: 01/06/15	Scale: NTS
	Path:		Dwg No. E-1

EXHIBIT 6
Page 1 of 2
Project # 20160036 CU



FOR ZONING REVIEW ONLY
NOT FOR CONSTRUCTION

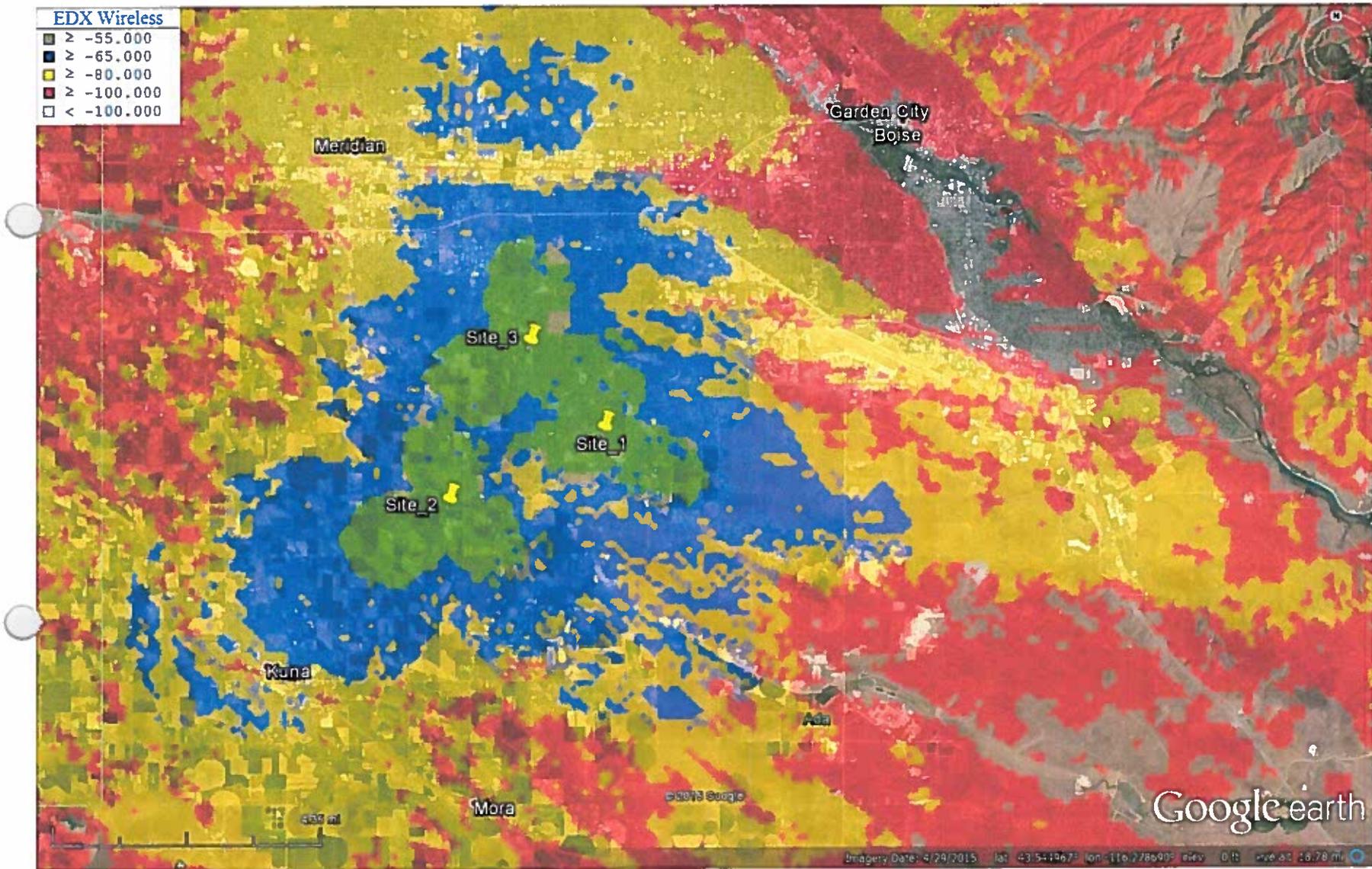
FOUNDATION NOTES

1. Plate thickness is 3.0000 in.
2. Plate grade is A572-50.
3. Anchor bolt grade is F1554-105.
4. f_c is 4 ksi.

	GeoStructural, LLC		
	PO Box 2621		
	Boise, ID 83701		
	Phone: 530.539.4787		
	FAX: www.geostructural.com		
Job: 110' Monopole			
Project: Structural Analysis			
Client: Maverick Towers	Drawn by: DWG	App'd:	
Code: TIA-222-G	Date: 01/06/15	Scale: NTS	
Path:	Dwg No. F-1		

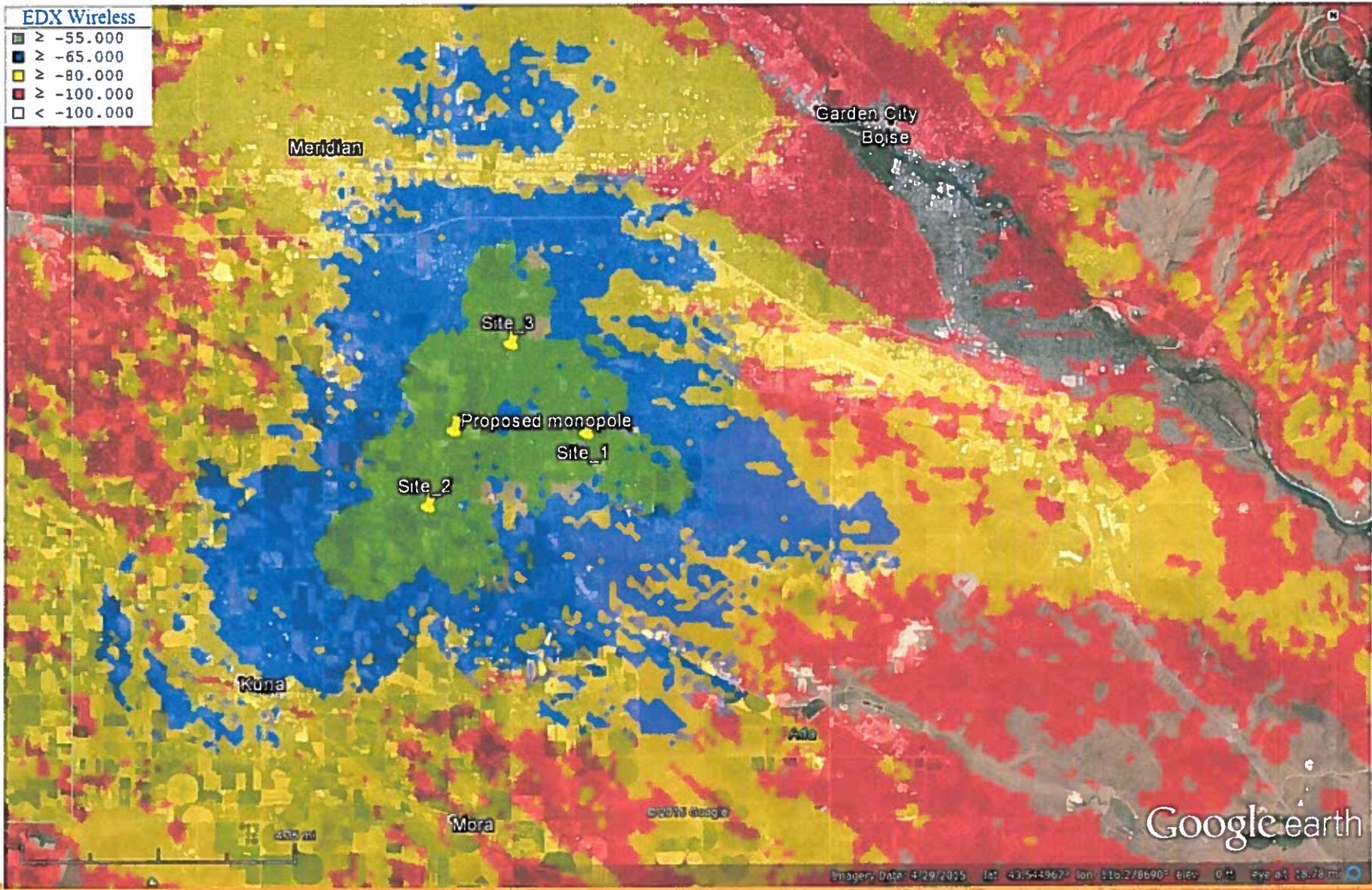
EXHIBIT 6
Page 2 of 2
Project # 20160036 CS

Before new site--Site 3 is not yet in service



RECEIVED
JAN 08 2016
ALTA COUNTY
DEVELOPMENT SERVICES

After new site



OPTION AND GROUND LEASE AGREEMENT
STATE OF IDAHO

THIS OPTION AND GROUND LEASE AGREEMENT (the "Agreement") is made as of the date of the final signature below, by and between Jack Williams and Marilyn M. Robertson as joint tenants. (Federal Tax Identification Number Social Security Number: [REDACTED] having a mailing address of 3315 E. Lake Hazel Rd. Meridian ID 83642 ("Lessor") and Maverick Towers LLC, a Nevada limited liability company, with its principal place of business located at 1253 Dover Hill Rd., Santa Barbara, CA 93103 ("Lessee").

1. Definitions.

"Agreement" means this Ground Lease Agreement.

"Approvals" means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

"Commencement Date" means the first day of the month following the month in which the Option is exercised pursuant to Section 4(C) of this Agreement.

"Defaulting Party" means the party to this Agreement that has defaulted as provided for in Section 29 of this Agreement.

"Due Diligence Investigation" has the meaning set forth in Section 3 of this Agreement.

"Easements" and "Utility Easement" have the meanings set forth in Section 10 of this Agreement.

"Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"Improvements" means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

"Initial Term" means a period of [twenty-five (25) years] following the Commencement Date.

"Lease Term" means the Initial Term and any Renewal Terms.

"Leased Premises" means that portion of Lessor's Property consisting of a parcel of approximately 75 feet by 75 feet as described in the sketch attached hereto as Exhibit "B". The boundaries of the Leased Premises may be subject to modification as set forth in Section 9.

"Lessee's Notice Address" means c/o Maverick Towers, 1253 Dover Hill Rd., Santa Barbara, CA 93103.

"Lessor's Notice Address" means 3315 E. Lake Hazel Rd. Meridian ID 83642.

"Lessor's Property" means the parcel of land located in the City of Meridian, County of Ada, State of Idaho, as shown on the Tax Map of said County as Tax Parcel Number S1404223100, being further described in the instrument recorded in Ada County Recorder's office a copy of said instrument being attached hereto as Exhibit "A".

"Non-Defaulting Party" means the party to this Agreement that has not defaulted as provided for in Section 29 of this Agreement.

"Option" means the exclusive right granted to Lessee by Lessor to lease the Leased Premises pursuant to Section 2 of this Agreement.

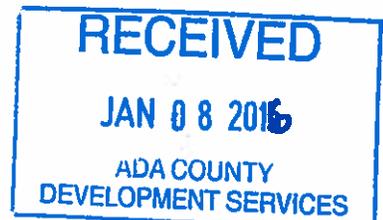
"Option Extension Fee" means the sum of \$250.00.

"Option Fee" means the sum of \$250.00.

"Option Period" means the eighteen (18) month period commencing on the date of this Agreement.

"Renewal Term" means a period of [twenty-five (25) years] commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

"Rent" means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of



per year to be paid in equal monthly installments of Rent shall increase by 3% annually.

2. **Grant of Option to Lease.** In consideration of the Option Fee paid by Lessee to Lessor upon Lessee's execution of this Agreement, Lessor hereby grants to Lessee the Option during the Option Period to lease, on the terms and conditions set forth in this Agreement, the Leased Premises.

3. **Due Diligence Investigation.**

(A) **Inspection Rights.** During the Option Period, Lessee shall have the right to analyze the suitability of the Leased Premises for its intended use. Lessee and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon Lessor's Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor's Property, to apply for and obtain all licenses and permits required for Lessee's use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on or off Lessor's Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of Lessor's Property, the environmental history of Lessor's Property, Lessor's title to Lessor's Property and the feasibility or suitability of the Leased Premises for Lessee's use as defined in this Agreement, all at Lessee's expense (the "Due Diligence Investigation"). Activities conducted in connection with Lessee's Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

(B) **Temporary Access Road and Easement for Due Diligence Investigation.** To facilitate Lessee's Due Diligence Investigation, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor's Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor's Property is shown on Exhibit "B". Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

4. **Extension, Termination and Exercise of Option.**

(A) **Right to Extend Option Period.** If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for four (4) additional one (1) year periods (each year a "Renewal Option Period") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. In consideration of the extension of the Option pursuant to each Renewal Option Period, Lessee shall pay to Lessor the Extension Option Fee within thirty (30) days of the commencement of each Renewal Option Period.

(B) **Right to Terminate Option.** Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or any extension thereof by sending written notice of termination to Lessor.

(C) **Expiration of Option Term; Exercise of Option.** If, upon expiration of the Option Period (as it may have been extended) Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid. Prior to expiration of the Option Period (as it may have been extended) Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise or (ii) commencing construction of the Improvements. Upon the Commencement Date, the Lease Term shall commence and the Easements shall become effective.

5. **Lessor's Cooperation.** During the Option Period and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not "knowingly" do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

6. **Lease Term.** Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for one (1) successive Renewal Term, unless this Agreement is terminated pursuant to the provisions set forth herein.

7. **Rent.** Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises.

8. **Leased Premises; Survey.** Following exercise of the Option and completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built" survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as Exhibit "B". The "as-built" survey shall be deemed to be incorporated into this Agreement as Exhibit "C" even if not physically affixed hereto. The description of the Leased Premises set forth in Exhibit "C" shall control in the event of discrepancies between Exhibit "B" and Exhibit "C".

9. **Easements.** Conditioned upon and subject to commencement of the Lease Term Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide easement in the location shown in Exhibit "B", as may be amended by Exhibit "C", for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; (iv) a utility easement (the "Utility Easement") in the location shown in Exhibit "B", as may be amended by Exhibit "C", for the *installation, repair, replacement and maintenance* of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in Exhibit "B", as may be amended by Exhibit "C", at the sole option of Lessee Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility, as shown in Exhibit "B", as may be amended by Exhibit "C" (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

10. **Lessee's Right to Terminate; Effect of Termination by Lessee.** Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

11. **Use of Property.** The Leased Premises, the Easements shall be used for the purpose of constructing, maintaining and operating the Improvements and uses incidental thereto. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

12. **Removal of Obstructions.** Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee shall dispose of any materials removed.

13. **Hazardous Materials.**

(A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

14. **Real Estate Taxes.** Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

15. **Insurance.** At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which

may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

16. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

17. Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

18. Right of First Refusal. If, during the Option Period or the Lease term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Lease Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's property of which the Premises is a part ("Lessor's Property") is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Premises or a perpetual easement for the Premises. If the Lessor's Notice is for more than the Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first

refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

19. Sale of Property. If during the Option Period, as same may be extended, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

20. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

21. Recording. Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

22. Hold Harmless. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

23. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

24. Interference with Lessee's Business. Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

25. Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

26. Mortgages. This Agreement. Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

27. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easement. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of the Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

28. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as

liquidated, final damages, a sum equal to six months Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

29. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.

30. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Santa Barbara County, California.

31. Assignment, Sublease, Licensing and Encumbrance. Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

32. Miscellaneous.

Recording. Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

Jack Williams and Marilyn M. Robertson
as joint tenants

By: Jack Williams

Print Name: Jack W. Williams

By: Marilyn Robertson

Print Name: Marilynn Robertson

Date: Oct 21 2015

LESSEE:

Maverick Towers LLC,
a Nevada limited liability company

By: Andy Cuckell

Print Name: Andy Cuckell

Title: Managing Member

Date: 10-21-15

EXHIBIT "A"

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/13/05 02:18 PM
DEPUTY PAUL THOMPSON
RECORDED - REQUEST OF
US Recordings

AMOUNT 6.60 2



Name: Jack D. Williams
Street: 3375 E. LAKE HAZEL
City, State: Meridian, ID 83642

APN:
Doc No 36830789-MA2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

34850961-01

GRANT DEED

The Undersigned Grantor(s) Declare(s)

Documentary Transfer Tax is \$0.00

- City of \$ 0.00
- computed on full value of interest or property conveyed, or
- full value less value of liens or encumbrances remaining at the time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Marilynn M. Robertson

hereby GRANT(s) to

Jack Williams and Marilynn M. Robertson, as joint tenants
the following real property in the X city of Meridian unincorporated area County of Ada, State of Idaho

Dated: September 25, 2006

Marilynn M. Robertson
Marilynn M. Robertson

STATE OF IDAHO
COUNTY OF ADA

} ss:

On September 25, 2006 before me,
Danny L. Belden, Notary Public,
personally appeared Marilynn M. Robertson



Personally known to me (or proved to me on the basis of satisfactory evidence) 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Danny L. Belden

FOR NOTARY SEAL OR STAMP

RESIDING IN MERIDIAN, ID
COMMISSION EXPIRES 2-14-08

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City & State Grantee

EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF MERIDIAN, COUNTY OF ADA, AND STATE OF IDAHO, TO WIT:

THAT PORTION OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO; AND RUNNING THENCE

NORTH ALONG THE EAST BOUNDARY LINE OF SAID LOT 4, 60 RODS AND 10 FEET TO THE REAL POINT OF BEGINNING; RUNNING THENCE

WEST 80 RODS TO THE WEST LINE OF SAID LOT 4; THENCE

NORTH TO THE NORTHWEST CORNER OF SAID LOT 4, THENCE

EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHEAST CORNER THEREOF, THENCE

SOUTH ALONG THE EAST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING.

EXCEPT DITCH AND ROAD RIGHTS-OF-WAY.

ALSO EXCEPT ANY PORTION LYING WITHIN EAGLE ROAD AND E. LAKE HAZEL ROAD.

TAX ID #: S1404233100

BY FEE SIMPLE DEED FROM JAY V. ROBERTSON AS SET FORTH IN INSTRUMENT NO. 97047929 AND RECORDED ON 6/17/1997, ADA COUNTY RECORDS.

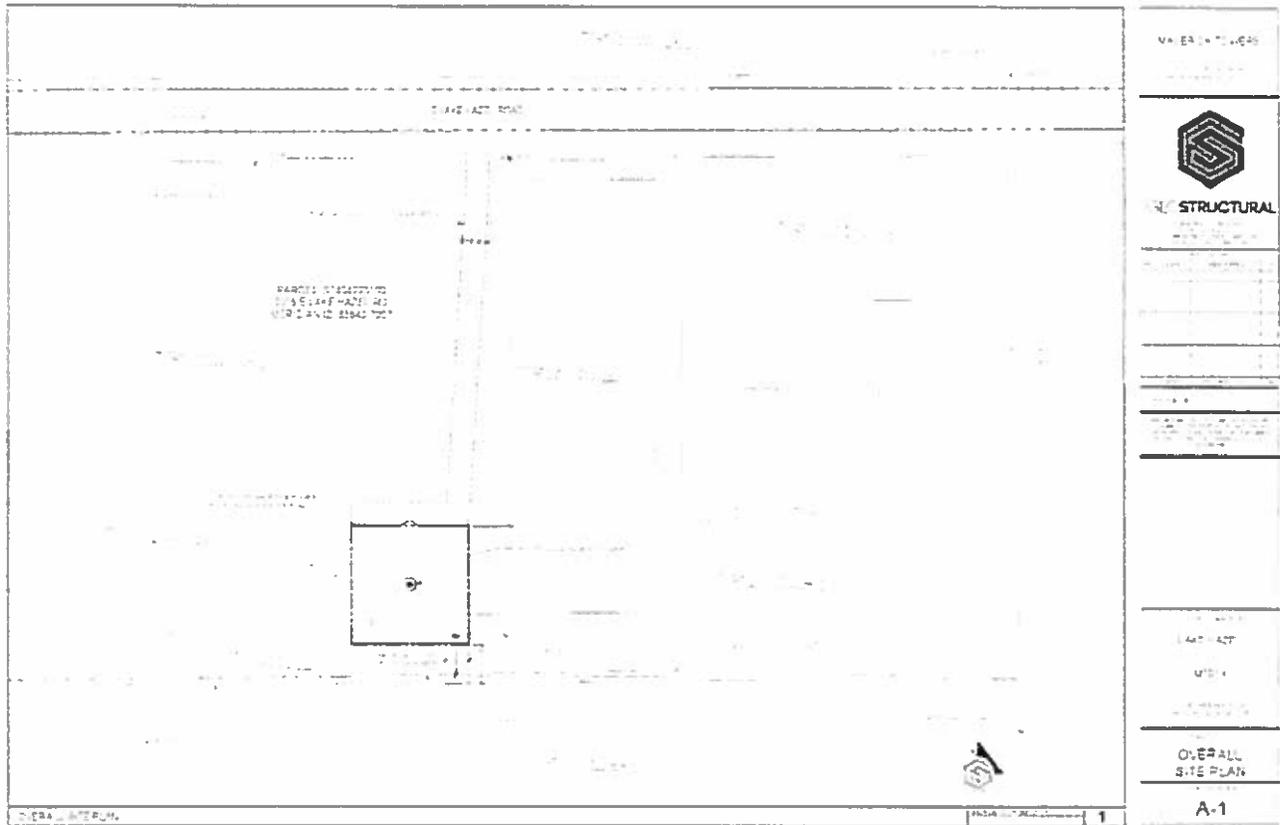
THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.



U34850961-010P02

GRANT DEED
LCR# 36838789
US Recording

EXHIBIT "B"



Neighborhood Meeting Certification

ADA COUNTY DEVELOPMENT SERVICES, 200 W. Front Street, Boise, Idaho 83702

www.adaweb.net (208) 287-7900

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Ada County Code or ask one of our planners for more information on neighborhood meetings.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within *300 feet of the subject property and may include neighborhood association representative(s), should your project fall within an association's boundaries. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

*Please see the Ada County Code for a list of uses requiring notification to property owners within 1,000 feet.

Description of proposed project: 110 ft monopole
Date and time of neighborhood meeting: 12-2-15 6:00 pm
Location of neighborhood meeting: Lake Hazel Branch Library

SITE INFORMATION:

Location: Quarter: _____ Section: 4 Township: 2N Range: 1E Total Acres: 9.07
Subdivision Name: _____ Lot: _____ Block: _____

Site Address: 3315 E Lake Hazel Rd Tax Parcel Number(s): S1404223100
Meridian, ID 83642

APPLICANT:

Name: Maverick Towers LLC
Address: 1253 Dover Hill Rd
City: Santa Barbara State: CA Zip: 93103
Telephone: 805-252-2436 Fax: _____



I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Ada County Code.

Andy Corke 1-8-16
Signature: (Applicant) Date

OFFICE USE ONLY			
File No.:	Received By:	Date:	Stamped:

6/27/07

Document2

EXHIBIT 9
Page 1 of 1
Project # 2060036 W

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/13/06 02:18 PM
DEPUTY Pat Thompson
RECORDED - REQUEST OF
US Recordings

AMOUNT 6.00 2



Name Jack D. Williams
Street 3315 E. Lake Hazel
Address Meridian, ID 83642
City, State, Zip

APN:
Order No 36830789-MA2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

34850961-01

GRANT DEED

The Undersigned Grantor(s) Declare(s)

Documentary Transfer Tax is \$0.00

- City of \$ 0.00
- computed on full value of interest or property conveyed, or
- full value less value of liens or encumbrances remaining at the time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

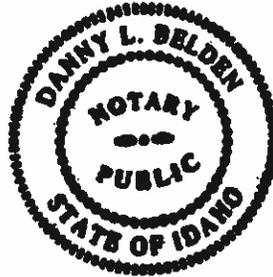
Marilynn M. Robertson
hereby GRANT(s) to

Jack Williams and Marilynn M. Robertson, as joint tenants
the following real property in the X city of Meridian unincorporated area County of Ada, State of Idaho:

Dated: September 25, 2006

Marilynn M. Robertson
Marilynn M. Robertson

STATE OF IDAHO } ss:
COUNTY OF ADA
On September 25, 2006, before me,
Danny L. Belden, a Notary Public,
personally appeared Marilynn M. Robertson



Personally known to me (or proved to me on the basis of satisfactory evidence) 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature D. L. Belden

FOR NOTARY SEAL OR STAMP

RESIDING IN: MERIDIAN, ID
COMMISSION EXPIRES 2-14-08

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name _____ Street Address _____ City & State _____ Grantor(s) _____

RECEIVED
JAN 08 2016
ADA COUNTY
DEVELOPMENT SERVICES

EXHIBIT 10
Page 1 of 2
Project # 201600036 CW

EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF MERIDIAN, COUNTY OF ADA, AND STATE OF IDAHO, TO WIT:

THAT PORTION OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO; AND RUNNING THENCE

NORTH ALONG THE EAST BOUNDARY LINE OF SAID LOT 4, 60 RODS AND 10 FEET TO THE REAL POINT OF BEGINNING; RUNNING THENCE

WEST 80 RODS TO THE WEST LINE OF SAID LOT 4; THENCE

NORTH TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE

EAST ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHEAST CORNER THEREOF; THENCE

SOUTH ALONG THE EAST LINE OF SAID LOT 4 TO THE PLACE OF BEGINNING.

EXCEPT DITCH AND ROAD RIGHTS-OF-WAY.

ALSO EXCEPT ANY PORTION LYING WITHIN EAGLE ROAD AND E. LAKE HAZEL ROAD.

TAX ID #: S1404223100

BY FEE SIMPLE DEED FROM JAY V. ROBERTSON AS SET FORTH IN INSTRUMENT NO. 97047929 AND RECORDED ON 6/17/1997, ADA COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.



U34850961-010P02

GRANT DEED
LOAN# 38830789
US Recordings



ADA COUNTY
Development Services Department

Megan M. Leatherman, MCRP
Director

Ada County Courthouse
200 West Front Street
Boise ID 83702
208.287.7900
Fax 208.287.7909
www.adacounty.id.gov

January 12, 2016

Andy Cockell
Maverick Towers, LLC
1253 Dover Hill Road
Santa Barbara, CA 93103

RE: PROJECT #201600036-CU

Dear Mr. Cockell;

This is to notify you that your application has been scheduled to be heard by the Ada County Planning and Zoning Commission on **March 10, 2016**. This hearing will begin at 6:00 p.m. and will be held in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID. You or your representative must be present.

A copy of the staff report will be sent to you (and available online) prior to the meeting. Please contact me if you have any questions or comments regarding this application, the staff report, or any conditions, which may be attached to the staff report. I can be reached at 287-7913 or via e-mail at bdanielson@adaweb.net.

In accordance with State law, "Notice of Public Hearing" must be posted on the site. Ada County recently amended the code to require the applicant to post the sign.

The sign is required to be posted ten (10) days in advance of the hearing. If the property is not posted correctly or the certification form is not submitted to Development Services at least seven (7) days prior to the public hearing, the application will be tabled until the next available hearing date. The certification form is available to download on our website at www.adaweb.net/DevelopmentServices. The sign is required to be taken down no later than three (3) days after the final decision. If there are multiple hearings on the application, the sign does not need to be taken down between hearings. However, the sign will need to be updated with the new hearing dates as the application goes through the hearing process.

Sincerely,

Handwritten signature of Brent Danielson in cursive.

Brent Danielson, AICP
Associate Planner
Ada County Development Services, Planning & Zoning Division

Cc: Jack Williams & Mary Lynn Robertson, 3315 E. Lake Hazel Road, Meridian. ID 83642

EXHIBIT 11
Page 1 of 1
Project # 201600036 CU



201600036 CU Vicinity Map

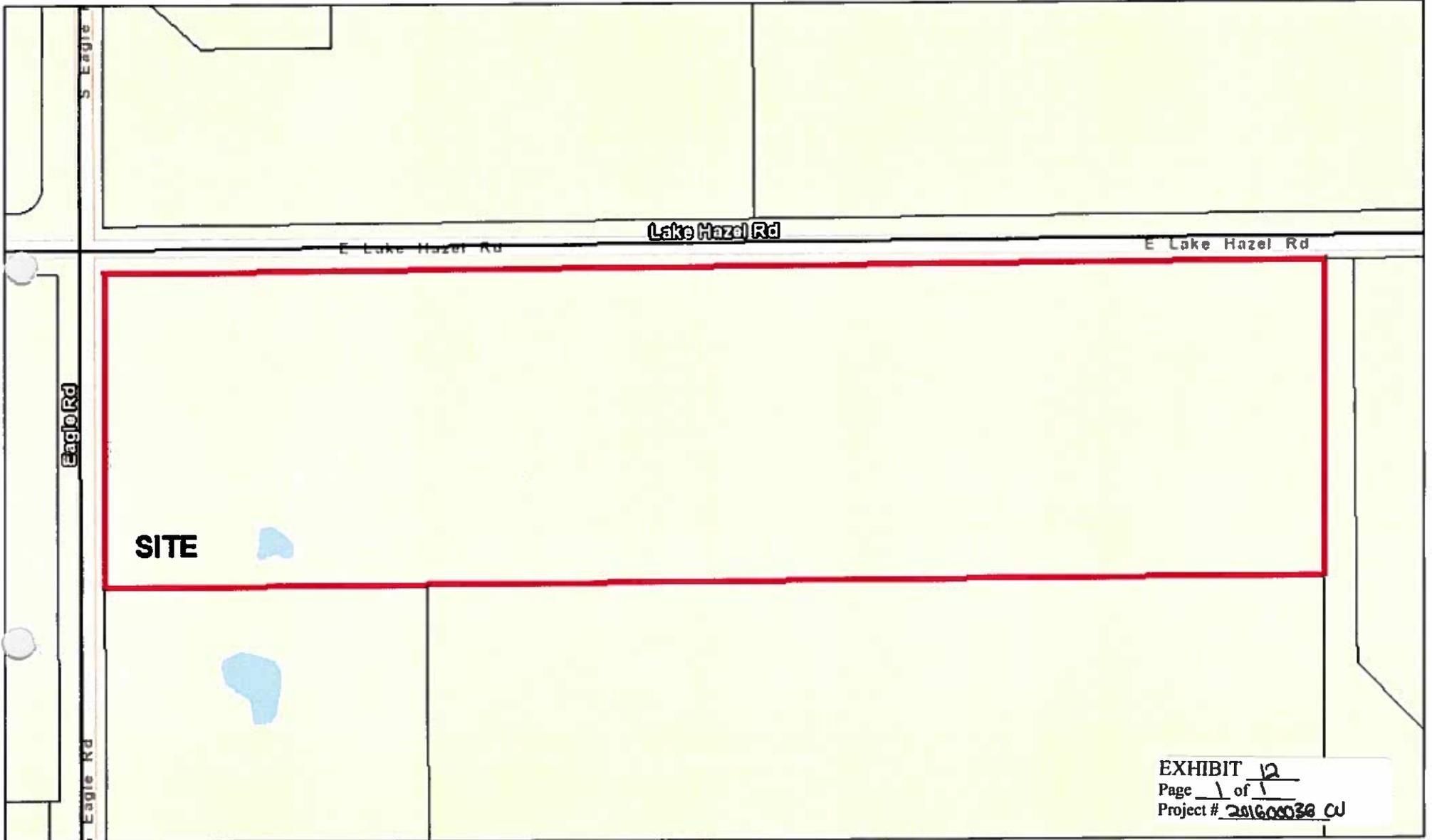


EXHIBIT 12
 Page 1 of 1
 Project # 201600036 CU

Search Results: — Major Streets

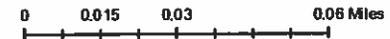
Parcels



Street Names



Parks



Date: 1/14/2016



This map is a user generated static output from an internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



EXHIBIT 13
Page 1 of 1
Project # 201600036 CU

Search Results: — Major Streets
Parcels

Parcels Parks

Street Names

0 0.015 0.03 0.06 Miles

Date: 1/14/2016



This map is a user generated static output from an internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



201600036 CU Zoning Vicinity



Search Results: — Major Streets
 Parcels

Parcels Parks

Street Names

0 0.02 0.04 0.08 Miles

Date: 1/14/2016



This map is a user generated static output from an internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Brent Danielson

From: Brent Danielson
Sent: Wednesday, January 13, 2016 8:14 AM
To: chornsby@idahopower.com; amurray@idahopower.com; lbishop@idahopower.com; hatch.lohrea@meridianschools.org; laurenboehlke@yahoo.com; carla.bernardi@cableone.biz; mreno@cdhd.idaho.gov; lbadigia@cdhd.idaho.gov; mwigley@cityofboise.org; xraygal2012@cableone.net; neal.murphy@ang.af.mil; james.heuring@bgab.afcent.af.mil; alan.clarke@ang.af.mil; ryan.odneal@ang.af.mil; mark.lessor@itd.idaho.gov; msinglet@intgas.com; jtillman@kunafire.com; mhill@meridiancity.org; velta@nyid.org; Darby Weston; Darby Weston; clittle@achdidaho.org; syarrington@achdidaho.org; rh2board@yahoo.com; Brian Wilbur; cherylwright@cwidaho.cc; mdewalt@adalib.org; Mark Ferm; Angela Gilman; Jean Schaffer; Dale Ann Barton; Jerry Servatius; cdishner@imd.idaho.gov; Brent Danielson
Cc: Brent Danielson
Subject: Ada County Application Transmittal Notice.



**Ada County Development Services
Planning & Zoning Division Transmittal**

File Number: 201600036-CU	X-Reference: NONE
Description: A conditional use to construct a 110 foot tall commercial cell tower and antenna structure with an equipment shelter.	
Reviewing Body: P AND Z	Hearing Date: 3/10/2016
Applicant: MAVERICK TOWERS LLC	P&Z Recommendation:
Property: The property contains 9.070 acres and is located at 3315 E LAKE HAZEL RD MERIDIAN 83642, Section 4 2N 1E.	

Ada County Development Services is requesting comments and recommendations on the application referenced above. To review detailed information about the request please either click on the file number identified above, or visit the Ada County Development Service's Application Tracking System (ATS) web site at gisx.adaweb.net/acdsv2/ and search by file number. Hover over the pushpin that appears on the map with your mouse and select "Additional Info" from the pop-up box. You will then be able to review individual documents, drawings and other information detailing the request.

We request that you submit your comments or recommendations by 1/28/2016. When responding, please reference the file number identified above. If responding by email, please send comments to bdanielson@adaweb.net.

To request a hard copy of materials associated with this application, for additional information, or to provide comment on Ada County's Development Services ATS, please call me at the number listed below.

Sincerely yours,
BRENT DANIELSON, ASSOCIATE PLANNER
200 W Front Street
Boise ID 83702
bdanielson@adaweb.net

(208) 287-7913

MEMORANDUM

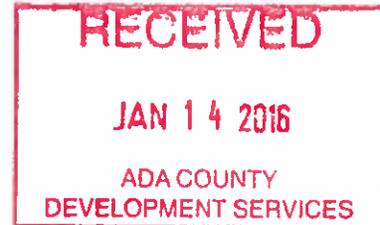


DATE: 1/14/2016

RE: 201600036-CU Maverick Towers

TO: Brent Danielson, Associate Planner

FROM: Mark Ferm, Ada County Building Official



Summary of Project:

A conditional use to construct a 110 foot tall commercial cell tower and antenna structure with an equipment shelter located at 3315 E Lake Hazel Road.

Findings and Conditions:

The Building Division has no objection to the proposed use however the applicant should be aware that Building permits will be required for each proposed structure. Plans prepared by a licensed Architect and/or Engineer including a thorough Code analysis based on the 2012 International Building Code will be required.

Conclusion:

Approved as submitted

Mark Ferm
Ada County Building Official
200 W Front Suite 2125
Boise Idaho 83702
Phone 287-7910

markf@adaweb.net

RON PLATT
CHAIRMAN OF THE BOARD

RICHARD MURGOITIO
VICE CHAIRMAN OF THE BOARD

TIMOTHY M. PAGE
PROJECT MANAGER

ROBERT D. CARTER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

JERRI FLOYD
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U. S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

19 January 2016

Ada County Development Services
Courthouse
200 West Front Street 2nd floor
Boise, Idaho 83702

RE: Maverick Towers LLC
3315 E Lake Hazel RD
Boise-Kuna Irrigation District
Farr Lateral 86+80
Sec. 4, T2N, R1E, BM.

201600036-CU

BK-143

Brent Danielson, Associate Planner:

There are no Boise Project facilities located on the above-mentioned property, however it does in fact possess a valid water right.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Thomas Ritthaler
Management / GIS

tbr/tr

cc: Clint McCormick Watermaster, Div; 2 BPBC
Lauren Boehlke Secretary – Treasurer, BKID
File



EXHIBIT 17
Page 1 of 1
Project # 201600036 CU



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to:

- ACZ
- Boise
- Eagle
- Garden City
- Kuna
- Meridian
- Star

Rezone # _____
 Conditional Use # 20160036-CU
 Preliminary / Final / Short Plat _____

RECEIVED
 JAN 26 2015
 ADA COUNTY
 DEVELOPMENT SERVICES
 Sect. 4

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - bedrock from original grade
 - waste flow characteristics
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - interim sewage
 - individual sewage
 - community sewage system
 - central water
 - individual water
 - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - sewage dry lines
 - community sewage system
 - central water
 - community water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
 - food establishment
 - beverage establishment
 - swimming pools or spas
 - grocery store
 - child care center
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. An accessory use application must be submitted with a map showing the tower structures in relation to house & septic system Reviewed By: _____
 Date: 1/22/15

EXHIBIT 18
 Page 1 of 1
 Project # 20160036-CU

MEMORANDUM



DATE: January 25, 2016

RE: File 201600036 CU Application for communications tower at 3315 E Lake Hazel Rd., Meridian ID.

TO: Brent Danielson, Associate Planner

FROM: Dale P Meyers, Associate County Surveyor

CC: Angela Gilman, Ada County Engineer



Brent,

Per your request I have reviewed the project referenced above. The documents reviewed include:

- Master Application
- Detailed Letter
- Site and Elevation Plan

I have the following comments for this application:

Pursuant to a recent change in the definition of Professional Land Surveying, it will now be required that a Professional Land Surveyor establish the boundary of the real property Lease Parcel and the Access and Utility Easements (I.C.54-1202-11-ii-3), monument the corners of said Lease Parcel and Access and Utility Easements (I.C. 54-1227) and file a Record of Survey with the County Recorder's Office (I.C.55-1904-5) delineating said Lease Parcel and Access and Utility Easements relative to the boundary of the parent parcel. Please provide a copy of the Record of Survey, the legal description of the Lease Parcel and the legal description of the Access and Utility Easements, stamped by the Professional Land Surveyor in responsible charge, for review prior to recording.

Let me know if you have any questions.

Dale



Project #201600036 CU Radius Map

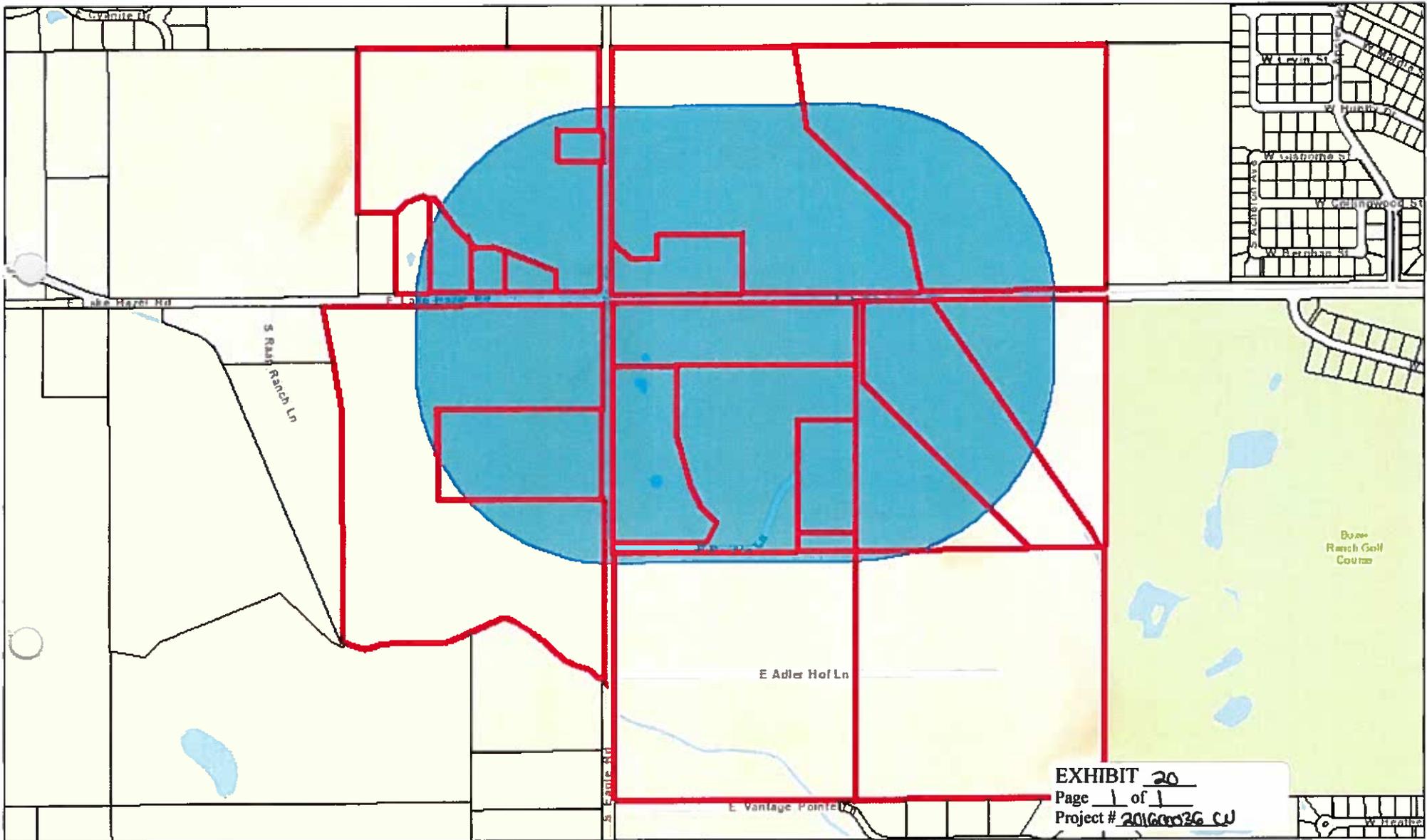


EXHIBIT 20
 Page 1 of 1
 Project # 201600036 CU

Search Results:
 Parcels

- Parcels
- Parks

0 0.075 0.15 0.3 Miles

Date: 2/5/2016



This map is a user generated static output from an internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

PRIMOWNER
B & L IDAHO 2 LLC
BOLINGER RAY G &
CAFFERTY DANNY M &
CANTRELL DONALD J &
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
DANNY JACK JAMIE LLC
EISENMAN PETER L &
EWING JOHN R &
GRIFFIN JUSTIN &
JOHNSON RICHARD D &
KRUSE MICHAEL J
MCKAY FAMILY INVESTMENTS LLC
ROBERTSON MARILYNN M
SUNRISE RIM LLC
TURF COMPANY LLC
WAREHOUSE CHRISTIAN MINISTRIES BOISE INC

SECOWNER

TARA A
RONDA L
LORI ANN

DANA A
SHARON R
JANA
COLLEEN

ADDCONCAT

PO BOX 8126
3220 E LAKE HAZEL RD
3500 E PENNIE LN
PO BOX 5099
50 E NORTH TEMPLE ST FL 22
410 S ORCHARD ST STE 176
3487 E ADLER HOFF LN
1500 ELDORADO ST STE 4
2988 S SLATE CREEK WAY
3132 E LAKE HAZEL RD
6740 S EAGLE RD
3112 W 27TH AVE
3315 E LAKE HAZEL RD
3727 E LAKE HAZEL RD
6100 S EAGLE RD
1329 S FIVE MILE RD

STATCONCAT

BOISE, ID 83702-0000
MERIDIAN, ID 83642-0000
MERIDIAN, ID 83642-0000
BOISE, ID 83705-0000
SALT LAKE CITY, UT 84150-0022
BOISE, ID 83705-0000
MERIDIAN, ID 83642-2924
BOISE, ID 83704-8565
MERIDIAN, ID 83642-0000
MERIDIAN, ID 83642-0000
MERIDIAN, ID 83642-0000
KENNEWICK, WA 99337-0000
MERIDIAN, ID 83642-7207
MERIDIAN, ID 83642-0000
MERIDIAN, ID 83642-0000
BOISE, ID 83709-0000

ADA COUNTY DEVELOPMENT SERVICES
200 W FRONT ST BOISE ID 83702



February 9, 2016

Dear Property Owner:

LEGAL NOTICE IS HEREBY GIVEN THAT the Ada County Planning and Zoning Commission will hold a public hearing on **March 10, 2016** at 6:00 p.m. in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID, to hear the following:

201600036 CU, A conditional use application to construct a 110 foot tall commercial cell tower and antenna structure with an equipment shelter. The property contains 9.070 acres and is located at 3315 E. Lake Hazel Road in Section 4, T. 2N, R. 1E, Meridian, ID.

Contact, Brent Danielson, AICP, Associate Planner, at 287-7913 for more information.

This is an Official Notice of Public Hearing regarding the use of a property near your own. You have been notified because records indicated that you own property near or within **1,000'** of the applicant's project boundary. You are invited to attend the public hearing and offer your comments for consideration. If you are unable to attend, you may send comments to our office before the hearing date, and they will be entered in the public hearing record.

This application can be viewed by completing the following:

- 1 Type <http://gisx.adaweb.net/acdsv2>
- 2 Enter "**201600036-CU**" in search application by file number.
- 3 Click on 'Application Information'.
- 4 Review documents by clicking on 'Supporting Documents'.

5 days prior to the hearing you can go to <https://adacounty.id.gov> to view the agenda or staff report.



NOTES:

- This item may not be heard at the scheduled time of 6:00 p.m., as multiple items may be considered during the hearing.
- Video, audio, PowerPoint, or other computer-generated visuals used to present testimony, must be provided to the Planner ½ hour prior to the start of the hearing: file format compatibility cannot be guaranteed.
- Auxiliary aids or services for persons with disabilities are available upon request. Please call 287-7900 or 287-7979 (TDD) three days prior to this public hearing to make arrangements.

LEGAL NOTICE OF PUBLIC HEARING Legal notice is hereby given that the Ada County Planning and Zoning Commission will hold a public hearing on March 10, 2016 at 6:00 p.m. in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID, to hear a request for: 201504131-CU-MSP, BOISE POLICE DEPARTMENT; A Conditional Use and Master Site Plan application for a shooting range for the City of Boise Police Department, Police Firearms Training Facility. The site will include rifle and pistol ranges, 4,750-sf scenario training house, a 2,000-sf administration and classroom facility, a 480-sf satellite restroom, and 78 stall parking area. The property contains 120 acres and is located at 5958 W Kuna Mora Rd., Kuna, ID 83634 in Section 31, T. 2N, R. 2E. Kristy Inselman 287-7998. 201504162-CU-MSP, WILSON CHARLES H; A conditional use/master site plan for the expansion of the existing Clubhouse in two phases. (Boise Ranch Golf Course). The property contains 121.553 acres and is located at 6501 S. Cloverdale Rd. Boise, ID 83709 in Section 4, T. 2N, R. 1E. Diana Sanders 287-7905. 201600036-CU, MAVERICK TOWERS LLC; A conditional use to construct a 110 foot tall commercial cell tower and antenna structure with an equipment shelter. The property contains 9.07 acres and is located at 3315 E Lake Hazel Rd. Meridian, ID 83642 in Section 4, T. 2N, R. 1E. Brent Danielson 287-7913. 201600061-CU-MSP, HANSEN LARRY E; A conditional use and master site plan application to modify an existing event center (social hall) to include a 2,700 square foot tent and a future building consisting of approximately 4,000 square feet. The property contains 5 acres and is located at 1888 E Rodeo Ln. Kuna, ID 83634 in Section 18, T. 2N, R. 1E. Brent Danielson 287-7913. 201600077-CU, TAEC DOUG KOFFORD; A conditional use for a 100" commercial communications tower. The property contains 25.596 acres and is located at East of W. Amity Rd. and S. Umatilla Ave, Boise, ID 83709 in Section 31, T. 3N, R. 2E. Diana Sanders 287-7905. 201600108-CU-MSP, HANSEN KAY M; Conditional use and Master site plan applications to expand the use of the existing winery as a social hall/event facility and to add additional structures to the property. The applicant is proposing to hold weddings, concerts, and other social events on the property. The proposed structures consist of a 3,000-square foot grape processing and wine production building with a 352-square foot room on the second floor for events. The applicant is also proposing to construct a 648-square foot picnic shelter for special events. The property contains 8.782 acers and is located at 8987 S. Greenhurst Rd. Kuna, ID 83634 in Section 9, T. 2N, R. 1W. Kristy Inselman 287-7998. Staff Reports Available On-Line 5 Days before

EXHIBIT 23
Page 1 of 2
Project # 201600036 CU

Hearing Date - adaweb.net Auxiliary aids or services for persons with disabilities are available upon request. Please call 287-7900 or 287-7979 (TDD) by 5:00 p.m. three days prior to this public hearing so that arrangements can be made. ADA COUNTY PLANNING AND ZONING COMMISSION Mark Perfect, Planning & Zoning Administrator Pub. Feb. 16, 2016 **Publish Dates: 2/16/2016 -3/1/2016 1**

EXHIBIT 23
Page 2 of 2
Project # 20160036 CW



Jim D. Hansen, President
Sara M. Baker, Vice President
Rebecca W. Arnold, Commissioner
Kent Goldthorpe, Commissioner
Paul Woods, Commissioner

February 25, 2016 Revised



To: Maverik Towers, LLC
1253 Dover Hill Rd.
Santa Barbara, CA 93103

Subject: ADA16-0007 / 201600036-CU
3315 E. Lake Hazel Rd.
Maverick Towers monopole

In response to your request for comment, the Ada County Highway District (ACHD) staff has reviewed the submitted application and site plan for the item referenced above. It has been determined that ACHD has no site-specific conditions of approval because this application is for a cell tower. However, ACHD requests that if a gate is to be installed, Ada County requires the gate to be located a minimum of 50-feet from the edge of pavement on Eagle Road and Lake Hazel Road. All fencing and structures are encouraged to be located outside of any future right-of-way.

The applicant will be required to submit a Driveway Approach Request form, for a permit to work in the public right-of-way (see link below). It should also be noted that the intersection of Lake Hazel Road and Eagle Road is listed in the Capital Improvements Plan to be reconstructed and signalized between 2027-2031. Any approved access points to Lake Hazel Road or Eagle Road are subject to be restricted to right-in/right-out only due to the proximity to the intersection.
http://www.achdidaho.org/Forms/Docs/Driveway_Approach_Request.pdf

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops

If you have any questions, please feel free to contact me at (208) 387-6335.

Sincerely,

Austin Miller
Planner I
Development Services

cc: Ada County

Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.6, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.