

Table of Contents

Staff Report	2-5
Application	6-14
Fire Protection Plan	15-17
Fire Protection Authority Information	18-19
Colorado Division of Water Resources Information Form	20-22
Integrated Weed Management Plan	23-24
CDOT Access	25-27
Site Data Sheet	28
Legal Description	29
Narrative Overview	30-31
Antennas and Towers Standards Section 8.14.7.4 of FCZR	32-36
Special Review Use Criteria Section 8.14.4 of FCZR	37-38
Waiver Requests	39-40
Federal Aviation Notice	41
RF Engineer	42
Fall Certification Letter	43
Existing Coverage Map	44
Proposed Coverage Map	45
Special Warranty Deed	46
Option and Lease Agreement	47-74
Title Sheets	75
Compound Notes	76-78
Topographic Survey	79-83
GIS Overview	84
Overall Site Plan	85
Compound Site Plan	86
Compound Grading Plan	87
Erosion Control Plan	88
T-Mobile Equipment Plan & Details	89-101
Signage	102
Compound Site Utility Details	103-117
Code Inspection with Photos	118-127
Fremont County Engineer Comments and Response	128-131
Fremont County Building Official Comments	132
PC unsigned Minutes	133



Fremont County
Planning and Zoning Department
615 Macon Avenue, Room 210
Cañon City, CO 81212

STAFF REPORT

SRU 24-001

Vertical Bridge Wireless Communications Facility

Representative Mike Bieniek

DATE: September 24th, 2024

PURPOSE

To erect a 194' self-supporting lattice tower with a 5' lighting rod for a total height of 199'.

The tower will be located within an 80'x 80' ground area.

LOCATION

43340 US Highway 50, Canon City 81212

BACKGROUND / ASSOCIATED CASES

This parcel currently has a residential use with 1 single family dwelling.

ZONING/ LAND USE

PARCEL ZONING: Agricultural Forestry- Residential Use

NORTH: Agricultural Forestry- Residential Use

EAST: Agricultural Rural- Travel Trailer Park & Campground

[Table of Contents](#)



Fremont County
Planning and Zoning Department
615 Macon Avenue, Room 210
Cañon City, CO 81212

SOUTH: Agricultural Forestry- Undeveloped

WEST: Agricultural Forestry- Undeveloped

Estimated traffic Count: Standard residential use traffic with 1 trip monthly for the tower

(amendment to current CDOT permit required)

Number of Access Points: 1

ACCESS: US HWY 50

Fire Protection: Tallahassee Fire Protection District

Floodplain: N/A

Water: N/A

Sanitation: None proposed.

Electric: Black Hills Energy

Refuse: Pack in/ Pack out

Natural Gas/Propane: N/A

Lighting: No lighting is proposed with this application as it falls below the 200' FAA threshold for lighting. (per application)

PUBLIC COMMENTS/CONCERNS:

A letter of opposition was received and was added to the file.

[Table of Contents](#)



Fremont County
Planning and Zoning Department
615 Macon Avenue, Room 210
Cañon City, CO 81212

AGENCY COMMENTS

Staff requested comments from various review agencies. Staff has incorporated comments received to date either in their entirety or in part into this staff report.

All comments received have been favorable.

Weed Management: Signed plan dated 4/10/2024.

Building Department: The applicant will need to apply for building permits.

Engineer: All concerns and comments have been addressed.

Fire Protection Authority: No additional improvements recommended.

WAIVERS:

1. Weed Management
2. Sanitation Plan
3. Refuse Plan
4. Landscaping Plan
5. Drainage Plan
6. Lighting Plan

[Table of Contents](#)



Fremont County
Planning and Zoning Department
615 Macon Avenue, Room 210
Cañon City, CO 81212

RECOMMENDATION

Having found the application is in compliance with the requirements of the Fremont County Zoning Resolution, staff recommends **APPROVAL** of the Special Review Use Permit with the following contingencies/Conditions:

CONTINGENCIES:

Submittal of an amended CDOT permit.
Redline corrections on site plan.

CONDITIONS:

N/A

[Table of Contents](#)



FREMONT COUNTY

DEPARTMENT OF PLANNING AND ZONING

615 MACON AVENUE, ROOM 210, CAÑON CITY, COLORADO, 81212

Telephone 719-276-7360 / Facsimile 719-276-7374

Email: Planning@fremontco.com

LAND USE APPLICATION

SPECIAL REVIEW USE, CONDITIONAL USE PERMIT, COMMERCIAL DEVELOPMENT PLAN

It is recommended that the applicant schedule an appointment with a Department of Planning & Zoning Representative prior to application preparation and submittal to discuss the project as currently planned and future project proposals.

Project Name: VB BTS II LLC Tower

Site Address: 43340 US Highway 50, Cañon City, CO 81812

Applicant(s)

Name(s) Michael Bieniek, AICP - Agent on behalf of Vertical Bridge

Address 10700 W. Higgins Road, Suite 240, Rosemont, IL 60018

Phone 847-287-1156 Fax 847-608-1299

Email mbieniek@lcctelecom.com

Owner(s)

Name(s) VB BTS II, LLC (lessee)

Address 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487

Phone 561-948-6367 Fax _____

Email Through website (www.verticalbridge.com/contact)

Authorized Representative / Agent / Consultant (if other than owner)

Name(s) See applicant

Address _____

Phone _____ Fax _____

Email _____

Type of Application / Application Fee (There maybe additional fees for publications or professional reviews):

Special Review Use Permit \$1,800 Major Modification to existing permit \$500

Conditional Use Permit \$1,750 Major Modification to existing permit \$500

Commercial Development Plan \$1750 Major Modification \$500

The applicant shall provide **one (1) original document, and an electronic copy (either CD or flash/thumb drive) of the application, site plan (2 COPIES)** and all of its attachments (*copies of deeds, contracts, leases etcetera are acceptable*) at the time of application submittal along with the **application fee** set as per Resolution of the Board. Submittals shall be made to the Department no later than 3:00 pm on the submittal deadline date.

[Table of Contents](#)

Process & Requirements Overview

Any application which is not complete or does not include all minimum submittal requirements will be rejected by the Fremont County Department of Planning and Zoning (Department). Further, any application that is inadequate or incomplete, may be subject to postponement of placement on an agenda of the Fremont County Planning Commission (Commission), pending receipt of an adequate and complete application.

Upon receipt of a complete application, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter), which will state the submittal deficiencies which must be addressed by the applicant, Department comments and/or questions about the application, and the number of revised application packets to be supplied to the Department for placement on an agenda of the Commission. An additional full application fee may be charged to the applicant, as per Resolution approved by the Board of County Commissioners (Board), if all deficiencies as per the initial D & C Letter are not adequately addressed or provided. Each subsequent D & C Letter, based on resubmitted items, will result in another full application fee. All such fees shall be paid along with the deficiency submittal, prior to any further review of the application.

The Department, Commission, and/or Board may require additional information at any time during the application process as may be deemed necessary for thorough consideration of the application and to enable an informed final decision.

Any Land Use application for that has been submitted after the use requiring the permit has been established on the property may be subject to a penalty fee in addition to the set application fee for such permit. The penalty fee shall be equal to the initial application fee for the Land Use Application. As with all land use applications payment of associated fees do not ensure approval of the application.

If the application is approved by the Board with contingencies the contingencies shall be completed to the Department within six (6) months of the approval date, or the approval shall be deemed rescinded and the application expired, after which, re-submittal of the application, including fees, and procedural requirements, will be required.

In approving an application for Land Use, the Board may require higher standards for development than required by the Fremont County Zoning Resolution (FCZR).

Modifications, major or minor, to the Land Use Permit as approved, shall be accomplished in compliance with requirements of the Fremont County Zoning Resolution.

Applicants shall pay all application fees to the Fremont County Treasurer's Office. Upon receipt of a complete application, a Department representative will provide the applicant with a payment check list to present to the Treasurer's Office with payment.

Site & Development

(Section 1)

1. Describe the proposed type of operation to include days & hours of operation, number of employees, & machinery:
VB BTS II, LLC is proposing to erect a 194'-0" self-support lattice tower with a 5'-0" lightning rod for a total height of 199'-0" to be located within an 80'-0" x 80'-0" ground area. The proposed tower is unstaffed therefore the tower will operate 24 hours a day / 7 days per week with no employees. There will be a visit to the tower approximately once per month by a technician in a SUV sized vehicle to monitor the equipment. There will be no machinery, just support equipment for each provider to be located on the tower.
2. Property address or schedule number: 43340 US Highway 50, Canon City, CO 81812
3. Have the mineral interests been severed from the subject property? YES NO
 - a. If yes (severed) who is the mineral interest owner? _____
4. Is the property currently developed? YES NO
5. Existing types & sizes of structures: existing single family home
6. Proposed types & sizes of structures: 199'-0" tower with support equipment within a 80'-0" x 80'-0" area
7. Lot Coverage (indicate percent or square footage): Existing approx 0.45 ac Proposed approx. 0.14 acres
8. FCZR Citing A/F Dist. 4.1.4.27 Property size (acres or square footage) approximately 36 acres
9. Amount of the property the use will encumber: the proposal will encumber less than 1 acre.
10. Zone District: A-F, Agricultural Forestry Land Use Single Family home with wireless tower
11. Please indicate the zone district & current land use for adjoining properties:
 - a. Northerly: (ZD) A-F Land Use: vacant land
 - b. Easterly: (ZD) A-R Land Use: trailer park
 - c. Westerly: (ZD) A-F Land Use: vacant land
 - d. Southerly: (ZD) A-F Land Use: vacant land
12. Master Plan – Planning District of property: Upper Arkansas Valley Planning District
(please refer to Chapter four and planning district of the Fremont County Master Plan)
13. Name(s) and type(s) of road(s) the property is accessed from:
The proposed tower will be accessed via existing driveway off of US Highway 50
14. Is access through adjacent properties? YES NO If yes, is access legally established through:
 Deed of record Recorded Plat Court Order (Documentation shall be provided)
15. Estimated Traffic Count 1 per mo (per day) Number of access points 1
16. Is access from or within five-hundred feet (500') of a Colorado Department of Transportation Controlled Road:
 YES NO (If yes, CDOT approval/comments shall be required)
17. Does the property lie adjacent to or within three (3) miles of any municipal boundary lines (city/town limits)?
 YES NO Municipality Name(s) _____
18. Does the property lie within the boundaries or within ¼ of a mile of any service district?

YES NO Entity Name(s) _____

19. Requested duration of proposed use: _____ Life of use Estimated life of use years 30+

20. Is temporary cessation proposed: YES NO Duration: _____

21. Is buffering required: YES NO (Contractor yards, Junk yards, Automobile graveyards, & Vehicle impoundment yards **require** buffering per FCZR 5.17.15)

22. Is landscaping proposed: YES NO a waiver is requested

23. Total parking spaces 1 standard size Yes compact _____ ADA _____
(Standard 9' X 18') (Compact 7' X 15') (Please refer to section 5.3 & 5.4 of the FCZR)

24. Will the parking area include lighting? YES NO

25. Parking area surface type: Gravel access (existing) Thickness: 10" per drawings

26. Is a loading/unloading area proposed? YES NO Size: _____ Thickness: _____

27. Will hazardous materials be stored on site? YES NO

28. Will noxious weed control measures be included in the scope of the project? YES NO

29. Will any equipment meeting the Colorado Revised Statute definition of Special Mobile Machinery be stored used onsite? YES NO

30. Mark all services and facilities necessary to accommodate the proposed use in addition to Fire Protection, Emergency Medical Response, & Law Enforcement:

Roadway Maintenance Hospital Park & Recreation

Airport Search & Rescue Schools Library

31. Utility Provider information: Please provide the name of provider below:

a) **Water:** N/a, none needed

b) **Sanitation:** N/a, none needed

c) **Electrical:** Black Hills Energy

d) **Telephone:** Centurylink

e) **Refuse:** N/a, none needed

f) **Irrigation Water:** N/a, none needed

g) **Natural Gas/Propane:** N/a, none needed

h) **Cable Television:** N/a, none needed

Impact Analysis
(Section 2)

1. Dust and erosion control measures:

See attached exhibit book for answers for items 1-9

2. Noise control measures:

3. Odor control measures:

4. Visual impact control measures:

5. Wildlife/plant habitat protection measures:

6. Water quality and/or water way(s) protection measures:

7. Safety measures to protect adjacent properties, residents, & agricultural operations:

8. Measures to protect and/or preserve archaeologically or historically significant sites:

9. Measures to limit or control offsite discernable vibrations:

**Required Submittals Attachments
(Section 3)**

1. Current Deed of Record
2. Water supply documentation: Public water source requires documentation evidencing ability to provide service. Wells require documentation of a well permit and/or documentation that the existing well is adequate for the proposed use
3. Fremont County's Colorado Division of Water Resources Information Form
4. Sanitation Documentation: Public sewer shall require documentation evidencing ability to provide service. Onsite Waste Water System (OWTS) shall require a percolation test and report and a design plan from a certified engineer. Existing OWTS systems shall require documentation that the existing system is adequate for the proposed use
5. Refuse Plan: Shall address the storage, collection, and disposal of refuse. It shall also document screening of refuse receptacles/areas. (Refuse plans require approval by the Fremont County Environmental Health Dept.)
6. Drainage Plan: Must contain all required items under FCZR 5.10 (Drainage plans require approval by the County Engineer).
7. Landscaping Plan or justification for waiver request.
8. Lighting Plan or justification for waiver request
9. Noxious Weed Control Plan or justification for waiver request. (Plans and waiver requests require approval by the Fremont County Noxious Weed Manager)
10. List of owners and mailing address for all properties located within a five-hundred (500') foot radius of the subject property
11. County Roadway Impact Analysis Form (If accessed off a county road)
12. Colorado Department of Transportation Access Permit (If accessed off a CDOT controlled road)
13. Statement indicating how the proposed use complies with "Goals Objectives, and Implementation Strategies" of the Fremont County Master Plan District
14. Statement indicating how the proposed use will be in harmony and compatible with surrounding land uses and development in the area and/or measures that can be taken to make it in harmony & compatible.
15. Fire protection plan addressing method of fire protection, location of hydrants or other means of protection. If located within a fire protection district the plan shall be approved by the District.
16. A detailed utility plan showing the proposed or existing location of all utilities.
17. Site Plan drawn to professional standards (3 hard copies 18" x 24" or 24" x 36")
18. Submittals and exhibits should be clearly identified with section and/or question number located on the bottom right hand corner, or otherwise tabbed or marked.

If Applicable Submittals

19. CDOT Notification form of Proposed Land Use and comments (if access is from or within 500' of a CDOT controlled road)
20. Mineral Interest Notification and certified mailing receipt. Notification & Mailing shall be completed within 30 days prior to the scheduled Planning Commission Meeting. (this is only required if the minerals interests are severed)
21. Copies of all local, state and federal licenses and/or status of applications.
22. In circumstances of Corporate Ownership, documentation evidencing whom is eligible to execute documents on behalf of the corporation
23. In circumstances where the applicant is not the owner written authorization from the owner specifying the extent to which the representation is authorized
24. In circumstances where a consultant is making application on behalf of the owner, written authorization from the owner specifying the extent to which the representation is authorized
25. In circumstances where the property owner of record is not involved in the operation or application, documentation indicating right to occupy and use the property shall be provided. (lease or similar document)
26. Buffering Plan (If required)
27. Current registration for SMM equipment or documentation that equipment is on tax rolls associated with the property, to include list of machinery.
28. List of Hazardous materials stored and/or used on site, to include location of storage and management practices
29. Copies of mining and reclamation plans (CUP's)
30. Required information set forth in FCRZ 8.13.17.1 (Airports)
31. Required information set forth in FCRZ 8.13.17.2 (Adult Uses)
32. Required information set forth in FCRZ 8.13.17.3 (Kennels)
33. Required information set forth in FCRZ 8.13.17.4 (Antennas & Towers)

Site Plan Drawing Requirements



- a. Drawing Size: Minimum sheet size 18" x 24" to a maximum sheet size of 24" x 36";
- b. Written and graphic scale with minimum of 1" = 200' max 1" = 50';
- c. Appropriate title (SPECIAL REVIEW USE PERMIT, CONDITIONAL USE PERMIT, COMMERCIAL DEVELOPMENT PLAN FOR {name});
- d. Appropriate subtitle (brief description of the proposed use);
- e. Boundary drawing of the property with bearings and dimensions illustrating the legal description;
- f. Legal description of the property;
- g. Acreage or square footage of the subject property;
- h. Zoning classification of the subject property;
- i. Zoning classification of the adjoining properties;
- j. North Arrow;
- k. Vicinity map locating the subject property in relation to surrounding areas;
- l. Table indicating relationship between proposed and existing construction to remain on the property
- m. Minimum lot size, maximum lot coverage, maximum building height, minimum lot width, minimum setback requirements (Front, Two sides, & Rear)
- n. Size and shape of all existing & proposed structures: each structure shall be labeled/noted as existing or proposed. Dimensions from at least two property lines shall be noted;
- o. Location of all parking areas to include size, dimensions, surface type & thickness, type of space (ADA, Standard, Compact) and a table specifying the minimum numbers of spaces required for each category;
- p. Location of loading areas to include size, dimensions surface type & thickness;
- q. Labeled access points including interior roadways with dimensions, surface type & thickness, circulation pattern, and dimensions from property lines;
- r. Any proposed pedestrian areas & walkways to include dimensions, surface type & thickness;
- s. Location and dimensions of refuse areas;
- t. Identification and location of all drainageway, drainage facilities, including FEMA flood areas, to include dimensions from property lines;
- u. Location, height & type of lighting for parking and off-loading areas;
- v. Location, type, and size of all on-site identification signage (table may be used);
- w. All easements (existing & proposed) to include dimensions from property lines (beginning, end, & centerline) width, and if they are to be vacated or relocated;
- x. Significant natural features;
- y. Soil types
- z. Open space areas
- aa. Legend identifying symbols and/or lines

By signing this Application, the Applicant, or the agent / representative / consultant acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of the Applicant's knowledge and belief.

The Applicant understands that required private or public improvements imposed as a contingency of approval for the application may be required as a part of the approval process.

Fremont County hereby advises the Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of County Commissioners may take any and all reasonable and appropriate steps to declare null and void, any actions of the Board regarding the Application.

Signing this Application is a declaration by the applicant that all plans, drawings and commitments submitted with or contained within this Application are or will be in conformance with the requirements of the Fremont County Zoning Resolution.

<u>Michael Bieniek, AICP</u>		<u>1/31/24</u>	Applicant
Printed Name	Applicant Signature	Date	
<u>David Easton</u>		<u>1/31/24</u>	Owner
Printed Name	Owner Signature	Date	



FREMONT COUNTY FIRE PROTECTION PLAN AND DISTRICT COMMENT FORM

The Fremont County Subdivision Regulations and Fremont County Zoning Resolution require a fire protection plan be submitted with many different types of applications, at the time of application submittal. In order to provide consistency in the information received, it shall be required that these plans be submitted on this form.

The Fremont County Department of Planning and Zoning (Department), Fremont County Planning Commission (Commission) and Fremont County Board of County Commissioners (Board) take into consideration the responses of the Applicant and the District during their respective review process.

Attachments can be made to this form to provide expanded narrative for any application item including supportive documentation or evidence for provided form item answers. Please indicate at the form item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 4 would be marked - Exhibit 4.1, the fifth attached document supporting the narrative provided for application item 4 would be marked - Exhibit 4.5*). Exhibit numbers should be placed in either the lower right hand area or the upper right hand area of the exhibit.

If the subject property is not in a fire protection district, only applicants' information and map are required. A copy of the Colorado State Forest Service Wildfire Hazard Area Map with the subject property clearly and accurately located, shall be attached and marked as Exhibit A.

APPLICANT INFORMATION

1. Project Name VB BTS II LLC Tower

2. Project Description VB BTS II is proposing to erect a 194'-0" self-support lattice tower with a 5'-0" lightning rod for a total height of 199'-0" to be located within an 80'-0" x 80'-0" ground area.

3. Type of application:

- | | |
|--|---|
| <input type="checkbox"/> Zone Change #1 | <input checked="" type="checkbox"/> Special Review Use Permit |
| <input type="checkbox"/> Zone Change #2 – Use Designation Plan | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Zone Change #2 – Final Development Plan | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Commercial Development Plan | <input type="checkbox"/> Change of Use of Property |
| <input type="checkbox"/> Commercial Development Modification | <input type="checkbox"/> Subdivision Preliminary Plan |
| <input type="checkbox"/> Expansion of an existing Business or Industrial Use | <input type="checkbox"/> Minor Subdivision |

3. The subject property is located at:

43340 US Highway 50, Cañon City, CO 81812

Address and or General Location (*If general location only is used, it will be required that a legal description of the subject property be attached Marked as Exhibit 3.1*) An exhibit is attached.

4. Fire protection will be provided in what manner and with what resources? _____

5. The source of water for fire protection is:
 --- Water District – Name of District: _____
 --- Well – Colorado Division of Water Resources Well Permit Number: _____
 Is the well approved for fire protection? Yes --- No Please explain: _____
 ---Cistern – What is the cistern capacity? 9,000 Gallons – What is the water source for filling the cistern? _____

6. What is the distance from the subject property to the nearest fire hydrant? N/a

7. What public roadways provide access to the subject property? US Highway 50

8. How many accesses to public roadways will the subject property have? 2 access points are available on the property, the proposed tower will utilize the eastern driveway on the property.
9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? Yes --- No Please explain by providing right-of-way and surface widths, length of roadway, surface types for all interior existing and proposed roadways and turning radii for cul-de-sacs. The tower will be utilizing existing gravel driveways up to the tower site.

10. What are the existing and or proposed interior roadway names? N/a, using existing personal driveway back to the site.

11. Is the subject property located within a fire protection district? Yes --- No
 If yes, please provide the district name: Tallahassee Fire Protection District
If the subject property is not located within a fire protection district please answer the following questions and the form will be considered completed for submittal. If the subject property is located within a fire protection district then answers to the following will not be required, however the remainder of the form shall be addressed by a representative of the fire protection district in which the subject property is located.
- a. What is the name of the fire protection district closest to the subject property? _____

- b. What is the distance from the subject property to the nearest fire protection district boundary?

- c. Is it logical and feasible to annex the subject property to a fire protection district?
 Yes --- No Please explain: _____


d. What types of fire protection improvements are proposed for the subject property and or structures to be housed on the property? Please explain: None, unless required.

By signing this Application, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

<u>Michael Bieniek, AICP</u> Applicant Printed Name	 Signature	<u>1/31/24</u> Date
<u>David Easton</u> Owner Printed Name	 Signature	<u>1/31/24</u> Date


[Table of Contents](#)

FIRE PROTECTION AUTHORITY INFORMATION

1. The name of the fire protection authority is: Tallahassee Fire Protection District
2. Name of contact person: Mark Norris
Title: Chief Telephone: 719 275 3058
3. The name and address of the responding fire station is: Station #1
2518 CO Hwy 9
4. The distance from the subject property, by public roadway, to the responding fire station is: 3.5 miles
5. The estimated response time to the subject property is: 8 min
6. The location of the closest fire hydrant to the subject property is: N/A
7. Is the existing hydrant size and location adequate for the existing neighborhood and the proposed development? Yes --- No Please explain: N/A
8. Are the existing public roadways accessing the subject property adequate for fire vehicle access? Yes --- No Please explain: _____
9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? Yes --- No Please explain: _____
10. Are the proposed fire protection measures adequate for any existing or proposed structures to be housed on the subject property? Yes --- No Please explain: _____
11. What are the wildfire hazard classifications for the subject property, as prepared by the Colorado State Forest Service? Moderate

12. Recommendations concerning fire protection in general, fire protection improvements, suggested road names, for this project are as follows: **NOTE:** Be sure to list type, size and location of improvements recommended (i.e.; hydrants, water lines, cisterns, dry hydrants, roadway improvements, etc.). **Please indicate whether recommendations or requirements are the result of codes or regulations, and provide supporting information which will assist the Planning Commission and the Board of County Commissioners to determine whether to adopt any or all of the recommendations as requirements of the permit.**

No Additional Improvements are recommended

 Fire Chief
Signature and title of Authorized Fire Protection Representative

4/18/2024
Date



**FREMONT COUNTY'S
COLORADO DIVISION OF WATER RESOURCES
INFORMATION FORM FOR
SPECIAL USE, ZONING, AND OTHER LAND USE ACTIONS**

The Fremont County Department of Planning & Zoning (Department) is required to submit proposed land use actions to the State Engineer's Office (SEO) at the Colorado Division of Water Resources (CDWR). The SEO is responsible for providing an opinion regarding material injury likely to occur to decreed water rights by virtue of diversion of water necessary or proposed to be used to supply the proposed land use action.

This CDWR Information Form must be filled out completely and accurately to ensure that the submittal to the CDWR regarding this proposed land use action includes the necessary information required by that agency. The CDWR has 21 days to respond to County submittals. Incomplete submittals will be returned to the County for additional information and then must be resubmitted to the CDWR.

Please note that the CDWR timeframe for review may not coincide with the County deadlines or meetings, and if the CDWR requires additional information, further delays may occur.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 8 would be marked - Exhibit CDWR-8.1, the fifth attached document supporting the narrative provided for application item 8 would be marked - Exhibit CDWR-8.5*). Exhibit numbers should be placed in the lower right hand area of the exhibit.

1. Name of proposed project: VB BTS II, LLC Tower
2. Provide a map of proposed improvements with an identified location that includes a quarter-quarter, section, township, range and principle meridian (PLSS).
3. Legal description of subject property: Lot A, Royal Gorge Bluff's Subdivision / PIN 99924523
4. What is the size of the existing parcel? approx. 36 Acres --- Square feet
5. What are the proposed uses of the subject property?
 Residential Only
 Commercial
 Commercial and Residential
6. What are the current uses of water on this parcel?
 - a. Are there any established uses that require water? Yes --- No
 - b. Number of existing homes: 1

If one or more, date this use was established: _____

c. Home lawn / garden irrigation: Yes --- No

If yes, amount: _____ Acres --- Square feet

Date this use was established: _____

d. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? (*Circle one*)

If yes, date this use was established: _____

e. Other uses: _____

Dates established: _____

7. What will be the proposed uses of water for this parcel?

a. Number of proposed homes (including the home above if it will remain): 1 _____

b. Lawn / garden watering, amount: N/a Acres --- Square feet

c. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? (*Circle one*)

d. Number of Employees per day: 0 Number of days open per year: approx. 12 days

e. Number of Customers per day: 0 Number of days open per year: 0

f. Bed / Breakfast Customers per day: 0 Number of days open per year: 0

g. Describe other water needs: None, the proposed use is a wireless telecommunications tower which does not require water to the site. There will be no change in current water consumption on the site.

8. Source of water for the uses described above: (*If more than one source is utilized for parcel, describe which sources will supply which proposed uses*) N/a, not relevant to the proposed application

a. Is Municipal water available to parcel: Yes --- No

b. Is water available to parcel from an independent water district? Yes --- No

c. Are the uses described above proposed to be provided water by a municipality?

Yes -- No

Name of provider: _____

d. Is water hauled: Yes --- No

e. Is there an existing permitted well?: Yes --- No

If yes, permit number: 203262

f. Is there a Substitute Water Supply Plan? (*Substitute water supply plans provide water users a mechanism to replace out-of-priority depletions on an interim basis.*)

Yes --- No

If yes, name of plan: _____

g. Is there an unregistered well? Yes --- No

h. Is there a Surface Spring? Yes --- No

If yes, Court Adjudication Number and Spring Name: _____

9. What is the Waste Water Method?

Municipal

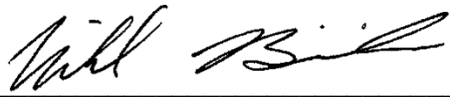
Septic with Leach Field


Closed Vault, Waste Water hauled to: N/a, not applicable to the proposed application

By signing this form, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the form and any attachments to the form, is true and correct to the best of Applicant's knowledge and belief.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Department regarding the Application to be null and void.

Signing this form is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this form, provided that the same is in conformance with the Fremont County Zoning Resolution.

Michael Bieniek, AICP,  1/31/24
Applicant Printed Name Signature Date

David Easton  1/31/24
Property Owner Printed Name Signature Date
(If different from applicant)



FREMONT COUNTY WEED MANAGEMENT

1901 East Main Street
Cañon City, CO 81212
719-276-7317

brittany.pierce@fremontco.com

Integrated Weed Management Plan

Project/Owner Name: TEXAS CREEK- US-CO-5091 **DATE** 04/10/2024

Address (or location of property): HWY 50 (HEGLER RIDGE RD) & HWY 9,
CANON CITY, CO 81212, FREMONT COUNTY

List of Noxious Weeds and Control Plan:

Noxious Weeds Present Control Measures:

Reference "[Guideline for Weed Management Plans April 2015](#)"

State Law requires all landowners to manage noxious weed on their property. The following weeds under Colorado Noxious Weed Act, if present, are considered a threat to the economic and environmental value of our state lands. These listed under the Noxious Weed Act shall be managed under the provisions of this article. The following species under this act have been identified in this county and should be managed in the appropriate manner as mandated throughout the term of the permit and thereafter.

"List A" species - These are rare noxious weed species that are subject to eradication upon confirmed identification during any interval of reclamation to the site. Such List A species confirmed in Fremont County may include, but are not limited to:

*Myrtle Spurge, *Japanese Knotweed, *Giant Reed, *Elongated Mustard

"List B" species - These are noxious weed species distributed throughout the State of Colorado and are subject to eradication, containment, or suppression in order to halt continued spread. Species identified within Fremont County may include, but are not limited to:

Absinth Wormwood, Black Henbane, Bouncingbet, *Bull Thistle, *Canada Thistle, Common Teasel, *Dalmatian Toadflax, Dame's Rocket, *Diffuse Knapweed, Eurasian Watermilfoil, *Hoary Cress, *Houdstongue, Hybrid Knapweed, Hybrid Toadflax, Jointed Goatgrass, *Leafy Spurge, *Musk Thistle, Oxeye Daisy, Perennial Pepperweed, *Russian Knapweed, Russian-olive, *Salt Cedar, Scentless Chamomile, Scotch Thistle, *Spotted Knapweed, *Yellow Toadflax.

"List C" species - Are well-established noxious weed species and are widespread throughout the State for which control is only recommended. Common species in Fremont County include, but are not limited to:

Chicory, Common Burdock, Common Mullein, Downy Brome, Field Bindweed, Halogeton, Johnsongrass, Perennial Sowthistle, Poison Hemlock, Puncturevine, Redstem Filaree

[Table of Contents](#)

Identification and treatment can be conducted through Fremont County Weed Management or a recommended partnering agency. Please see Fremont County Weed Control's booklet, "Guideline for Weed Management Plans" for more details such as herbicide rates and specifics about weed control methods.

Fremont County Weed Management is operated by Qualified Licensed Applicators under the Department of Agriculture. Any management or treatment involving chemical treatment should be carried out as indicated on the label. The label is the law. Any information on management planning or about receiving cost share that is available to the public, can be discussed with the department to confirm eligibility.

*These weed species receive priority for cost share funding.

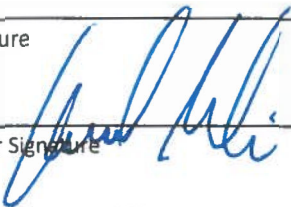
Other Required Action: The vicinity of the proposed planning area is a known location of noxious weed species categorized by the state as a List B noxious weed(s), which requires control measures to take place. These species may include, but are not limited to, Canada thistle, Russian knapweed, diffuse knapweed, leafy spurge, salt cedar, and Russian olive. It is suggested that cleaning machinery used in areas where noxious weed species are present will help avoid movement and the spread of seed disbursement. Heavy traffic and soil disturbances can bring upon the growth of other dormant desirable and non-desirable seeds in the soil. Checking and cleaning equipment before and after being on site helps prevent spread of noxious weed infestations. Any other noxious weed species identified on the property will need to be managed as necessary by the landowner. Early detection is key to staying on top of infestations before they appear and keeps a healthy site. If any other 'List A' or large populations of 'List B' species are observed, and further assessment is needed, Fremont County Weed Management can be used as a resource for further information or help in controlling noxious weeds. (719-276-7317)



Applicant Signature

4/22/24

Date



Owner/Manager Signature

4.17.24

Date



Brittany Pierce
Fremont County Weed Management Representative

April, 10 2024

Date

[Table of Contents](#)



10700 W. Higgins Rd., Ste. 240,
Rosemont, IL 60018
847 608-6300 Office
847 608-1299 Fax
www.lcc telecom.com

June 25, 2024

Ms. Michelle Regalado
Access Management
Colorado Department of Transportation
5615 Willis Boulevard, Suite A
Pueblo, CO 81008-2349

RE: SRU 24-001 VB BTS II LLC Tower (T-Mobile Texas Creek)

Dear Ms. Regalado:

Please see the below responses to your letter dated February 16, 2024, regarding the application sited above.

- CDOT Access Permit (297007) was issued in 01/27/1997 to serve one single family detached Housing.

The subject parcel has a single-family detached structure which is the main residence of David Easton, the lessor for the property upon which Vertical Bridge is going to erect the proposed tower.

- Under Section 2.6 (Change in Land Use and Access Use) of the State Highway Access Code, states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by 20% and or vehicle type, the permittee or property owner will coordinate with the Department to determine if a new access permit and/or modifications to the access are required.

There will not be any significant changes made or the use of the property which will affect access operation, traffic volume increases by 20% and / or vehicle type. Once constructed, the proposed tower is unstaffed and will be visited approximately one time per month in a SUV sized vehicle for about one hour. Due to the infrequent visits, there will not be any noticeable traffic increase upon completion of the tower.

- A Temporary Access Permit may be required. Temporary improvements may be required to accommodate added Construction traffic.

Per our conversation, a Temporary Access Permit may be required, that will be determined based on the next bullet point and the response to the haul route details.

- Provide Haul Route during construction with number of vehicles entering and exiting:
Include:

[Table of Contents](#)

- o Traffic Volumes - anticipated average daily trips for construction traffic
- o Vehicle types - anticipated average size of semi—tractor/trailer to evaluate PCE's; is the assumed vehicle a WB-40, WB-50 or WB-67?
- Provide Construction information, begin date, end date etc.

Haul Route Information for construction:

The majority of the site construction will be done in one month and I would assume the following:

1 semi to bring the tower to the site and they would enter Colorado from the south and be only on 2 highways. I-25 and HWY 50

We would have a drill rig for 1 day

We would have several cement trucks just for 1 day. (4 or so)

The crane would be local and we would need them for 2 days

We would have several dump trucks to bring rock and haul away dirt

The rest of the site traffic would be regular pick-up trucks for about a month

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising.

There will be no off-premise signing for the proposed tower. All signage used for the installation must be in compliance with the Federal Communications Commission (FCC) as mandated by federal rules and regulations. There will be no additional signage.

- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Lancaster.

The only utilities required for the site are already available at the site. The only utilities necessary for the proposed tower are fiber and power. There is fiber along Highway 50, should it be deemed necessary to attach to that pedestal, T-Mobile will apply for the utility permit at the time of their installation on the tower. The power is currently on the subject parcel and will not entail any work within the public right-of-way.

Sincerely,



Michael Bieniek, AICP
Zoning Director
LCC Telecom Services
10700 Higgins Road, Suite 240
Rosemont, IL 60018
mbieniek@lcctelecom.com
Cell – (847) 287-1156
Fax – (847) 608-1299



COLORADO
Department of Transportation
Region 2
Traffic & Safety - Access Permits

Fremont County
JUL 22 2024
Planning & Zoning

July 12, 2024

050A/Fremont County

Joanne Kohl joanne.kohl@fremontco.com
Fremont County Planning and Zoning Department
615 Macon Avenue, Room 210
Canon City, CO 81212

RE: SRU 24-001 VB BTS II LLC Tower (T-Mobile Texas Creek)

Dear Joanne,

I am in receipt of a referral request for VB BTS II LLC Tower to be located at 43340 US Highway 50, in Fremont County, state of Colorado. State Highway 50A near mile point 269 is classified as R-A (Regional Highway). VB BTS II, LLC proposes to install an unmanned 24/7 new mobile service support structure and facility on a 36 acre parcel (99924523); there is an existing single family home on the parcel. The proposed 194'-0" with a 5'-0" lightning rod for a total height of 199'-0" self supporting lattice tower, is to be located within a 80'-0" x 80'-0" ground area. **Access to the property is one permitted access from highway 50A.** The property has the tax schedule No. 99924523, currently owned by David S Easton. After review of submittals, we have the following comments:

- A new access permit will not be required, an amendment to CDOT issued Access Permit #297007 will be required via an Amendment to Access Permit Letter to document the new use of a mobile service support structure and facility (VB BTS II LLC Tower).
- A new access application is required and will be added to the permit file. The application for an access permit can be downloaded from the CDOT website here: www.codot.gov/accesspermits. The application will also be attached to this email for your convenience.
- Contractor will be required to provide some form of tracking pad as per M&S Standards to minimize site debris/material onto US Highway 050A. This requirement will be included in the Amendment to Access Permit letter.

If you have questions, please contact me at (719) 562-5537 or michelle.regalado@state.co.us.

Sincerely,

Michelle Regalado

Michelle Regalado
Access Management

xc: Lancaster/file



Site Data Sheet

Applicant:	VB BTS II, LLC (“Vertical Bridge”) 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487
Authorized Agent:	Michael Bieniek, AICP LCC Telecom Services 10700 Higgins Road Suite 240 Rosemont, IL 60018
Tower Owner:	VB BTS II, LLC 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487
Applicant’s Interest in the Property:	Leasehold
Property Owner:	David S. Easton
Address of Property:	43340 US Highway 50, Cañon City, CO 81212
Parcel Numbers:	999924523
Zoning Designation:	A-F, Agricultural Forestry District
Request:	Application for a Special Review Use Permit and any other approvals or permits necessary to erect a 194’-0” self-support lattice tower with a 5’-0” lightning rod for a total height of 199’-0” to be located within a 80’-0” x 80’-0” ground area.

[Table of Contents](#)

Legal Description

All the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of Colorado, described as follows:

Lot A, Royal Gorge Bluff's Subdivision according to the recorded plat in the County of Fremont, State of Colorado.

Parcel ID: 99924523 (Account: R038978)

This being the same property conveyed to David S. Easton by a Deed from David R. Shippey dated 8/17/2021 and recorded 8/16/2021 in Instrument 1005282 in the County of Fremont, State of Colorado.

[Table of Contents](#)

Narrative Overview

VB BTS II, LLC (“Vertical Bridge”) seeks approval of a Special Review Use Permit and any other permits or approvals necessary in order to install a new mobile service support structure and facility on property located at 43340 US Highway 50, Cañon City, CO 81212, parcel #99924523. Vertical Bridge proposes to erect this tower and will be offering it as a shared facility to T-Mobile (with whom Vertical Bridge already has a commitment) and any other communication carriers that have a need for a facility in this area. Vertical Bridge thus submits this Application in accordance with Section 8.14.7.4 of the Fremont County Zoning Ordinance seeking a permit for the siting and construction of a new wireless communications facility. The proposed site is located in a A-F, Agricultural-Forestry District. Communication towers are an allowable Special Review Use per Section 8.14.7.4 of the zoning code, which lists allowable uses in specific districts, including the A-F Agricultural-Forestry District. The property consists of a single family residence on top of the mountain south of US Highway 50.

The wireless communications facility that Vertical Bridge is proposing to install on the property for T-Mobile is necessary to provide uninterrupted wireless services to the residents and visitors of the Colbert area, including wireless telephone service, voice paging, messaging and wireless internet and broadband data transmission. All registered wireless provider’s technology operates at various radio frequency bands allocated by the FCC as part of their license.

Wireless systems operate on a grid system where overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The proposed site at 43340 US Highway 50, Cañon City, CO 81212, parcel #99924523 is within the geographic area deemed necessary by engineers for the anchor wireless telecommunications provider to provide uninterrupted services.

In accordance with the Sections 8.14.4 and 8.14.7.4 of the Fremont County Zoning Ordinance, Vertical Bridge has made application to install a new wireless telecommunication facility. The proposed new wireless communication facility will consist of an 195’-0” tall self-support lattice tower with a 5’-0” lightning rod for a total height of 199’-0” to be located within a 80’-0” x 80’-0” ground area.

In accordance with FCC regulations, the wireless telecommunication facility will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. Wireless technology has become a vital part of emergency services, aiding local residents and motorists in a variety of situations, thus helping to protect the general public’s health, safety

[Table of Contents](#)

and welfare. The proposed telecommunication service facility at this site will further enhance goals of providing the most reliable wireless coverage possible in this area.

The proposed telecommunication service facility will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, Vertical Bridge will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. RF emissions are subject to the exclusive jurisdiction of the FCC. Any height, lighting or marking issues are subject to the exclusive jurisdiction of the FAA.

LCC Telecom Services, on behalf of Vertical Bridge, looks forward to working with Fremont County to bring the benefits of the proposed improved wireless services to the area. The addition of the facility will ensure the best uninterrupted wireless services for Fremont County. This application addresses all standards of the Fremont County Zoning Ordinance and satisfies the requirements of Sections 8.14.4 and 8.14.7.4.

[Table of Contents](#)

Section 8.14.7.4 Antennas and Towers Standards

For each application for a Special Review Use, the Plan Commission and Board of Commissioners shall make findings and recommendations, including the stipulation of additional conditions and guarantees that such conditions will be complied with when they are deemed necessary for the protection of the public interest.

8.14.7.4 ANTENNAS & TOWERS: The following information shall be provided with the application and in addition to the other requirements of the Special Review Use:

All items required by the Fremont County Zoning Ordinance has been submitted as part of the application along with a written narrative and plans for the proposed Special Review Use.

8.14.7.4.1 Lot size shall be determined with the height of the antenna or tower and other development requirements that may govern the size.

The proposed tower meets all development standards governing the size of the tower structure.

8.14.7.4.2 Setbacks for the antenna and tower shall not be less than the district development regulations or twenty-five (25) per cent of the facility height, whichever is greater, unless waived by the Board.

The minimum side setback in the AF, Agricultural Forestry District is 50', the proposed tower height is 194'-0" with a 5'-0" lightning rod for a total overall height of 199'-0". The twenty-five (25) percent of the overall height of the tower is 49.75', therefore this provision is met. Additionally, Vertical Bridge has provided a fall zone letter which demonstrates the tower would collapse within a 50' radius in the unlikely event of a failure.

8.14.7.4.3 A design plan addressing the materials, colors, textures, screening, and landscaping that will be used in the design of the antenna, tower, or related structures. The materials used shall, as to the extent possible, blend into the natural setting and surrounding buildings.

The proposed tower will be galvanized metal which is similar to the vast majority of towers throughout the country. People are used to this look, therefore the tower will not be any more obvious than any other tower located along a US highway. The tower is on a plateau, not at the very top of the mountain which will add some screening of the tower base, however it depends on the direction you see the tower. There is no landscaping proposed, the land is extremely rocky, therefore it would be very difficult to add in any substantial vegetation.

8.14.7.4.4 A lighting plan if required by the Federal Aviation Administration or other applicable authority.

Attached to the application is a "Notice Criteria Tool." Vertical Bridge is not required to file with the FAA on this site and the tower is under the 200'-0" threshold for lighting, therefore there will be no lighting plan with this application.

8.14.7.4.5 A report by a Colorado registered engineer demonstrating compliance with applicable structural standards and the general capacity of the proposed facility.

[Table of Contents](#)

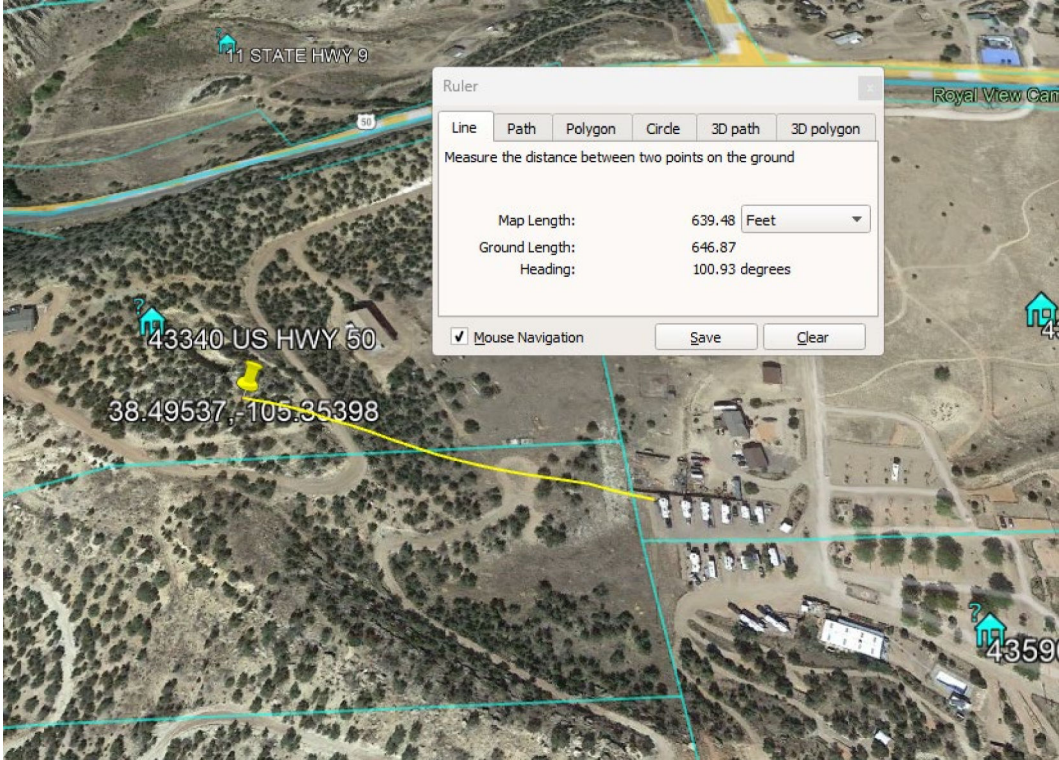
The proposed tower has not been ordered by Vertical Bridge, that is done if and when the zoning is approved. As such, the compliance with this provision will be demonstrated prior to issuance of the Building Permit. Once the tower is ordered, a structural analysis and tower & foundation drawings will be available. Vertical Bridge will meet all local, state and federal requirements for the tower at this location.

8.14.7.4.6 A report or site plan that addresses the relative shape, size, and location of all existing and proposed antennas, towers, guy wire anchors, warning signs, and fencing within a radius of 500 feet of the boundaries of the property that will house the tower and/or antenna.

Attached are plans designed by Ramaker illustrates the design features of the proposed tower.

8.14.7.4.7 The distance between the antenna and/or tower from the nearest residential unit.

The nearest “residential unit” is in the camper park located east of the site. There are no residential units closer than this trailer (see map below). The nearest permanent residential unit is approximately 900’ from the proposed tower.



8.14.7.4.8 Evidence that demonstrates that no existing antennas and/or towers or alternative technology can accommodate the applicant's proposed antenna and/or tower.

A letter from T-Mobile’s Radio Frequency (RF) Engineer has been attached to this application, demonstrating the need for a tower at this location to fit within their existing network.

8.14.7.4.9 The following is a list of additional factors that may be considered in the granting of a Special Review Use permit for antennas and towers and related structures:

Vertical Bridge has taken into consideration the list of factors considered in the granting of the Special Review Use for the proposed tower and related structures as shown in the narrative below.

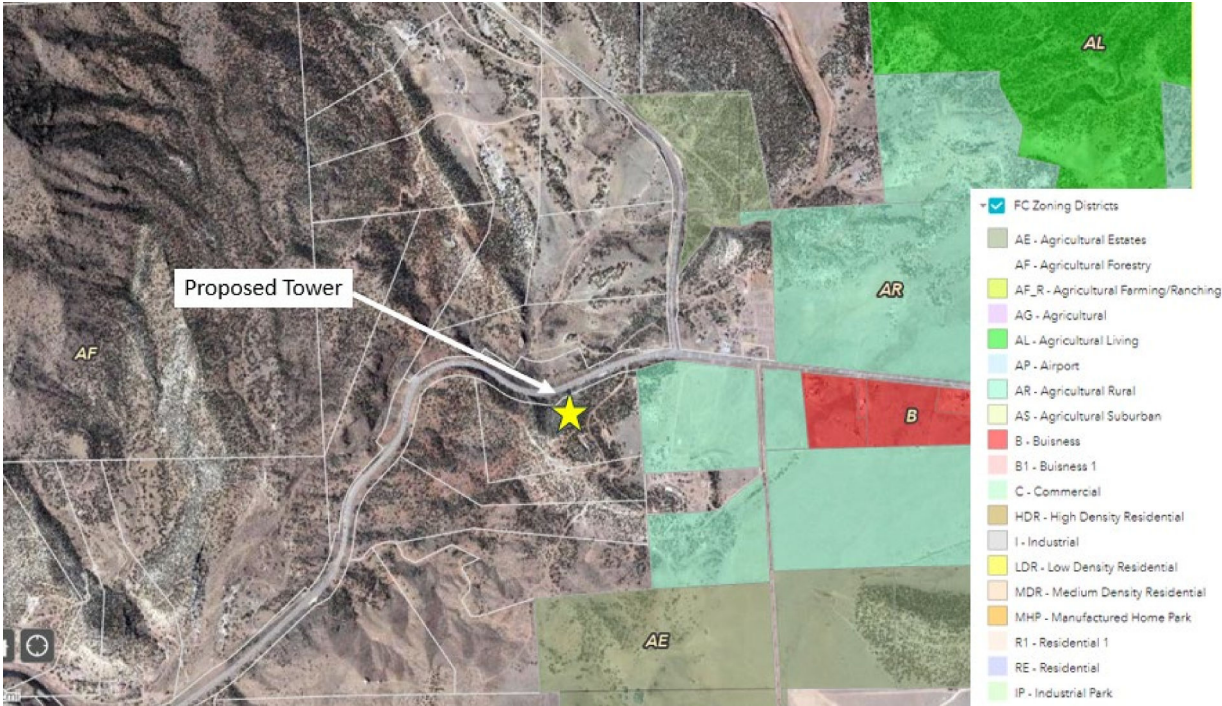
[Table of Contents](#)

8.14.7.4.9.1 Height of the tower;

The Special Review Use application is for a proposed 194'-0" with a 5'-0" lightning rod for a total overall height of 199'-0" self-support lattice tower. The minimum side setback in the AF, Agricultural Forestry District is 50', the proposed tower height is 194'-0" with a 5'-0" lightning rod for a total overall height of 199'-0". The twenty-five (25) percent of the overall height of the tower is 49.75', therefore this provision is met. Additionally, Vertical Bridge has provided a fall zone letter which demonstrates the tower would collapse within a 50' radius in the unlikely event of a failure.

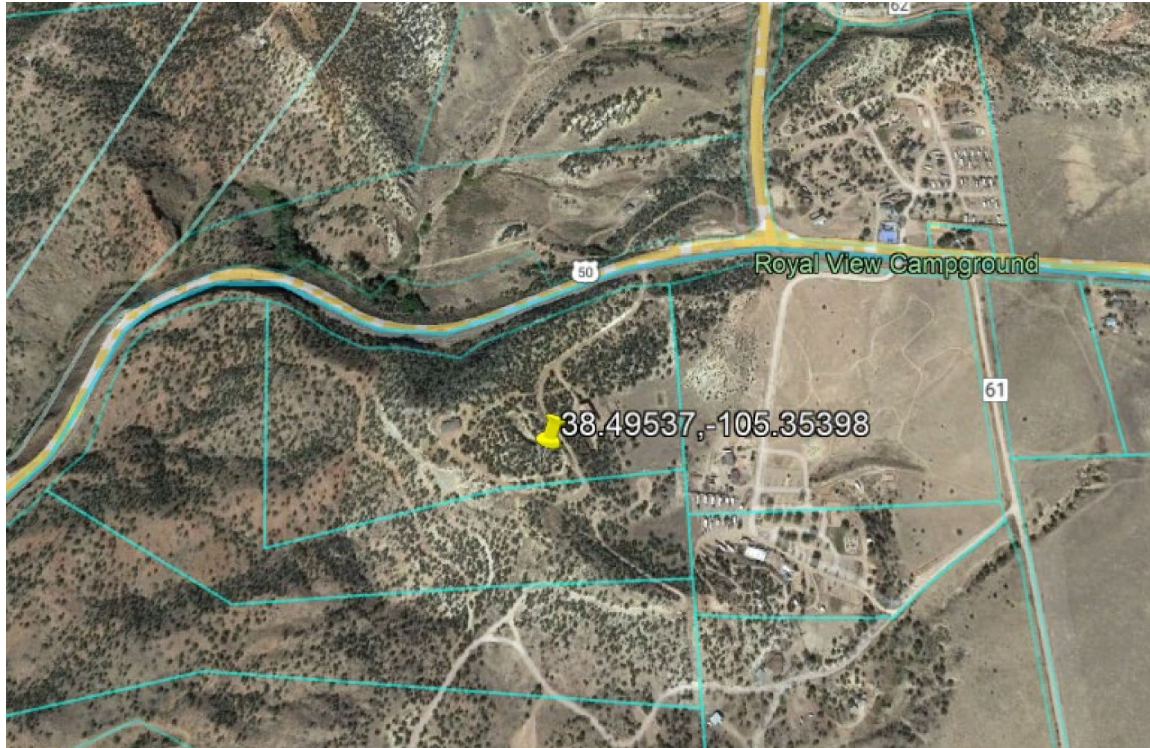
8.14.7.4.9.2 Proximity of the tower to residential structures and residential district boundaries;

There are no residential structures in close proximity to the proposed tower, the closest permanent residential structure is approximately 900'. The nearest residential boundary, AE- Agricultural Estates; is approximately 2,200 feet (approximately 0.42 miles) to the south.



8.14.7.4.9.3 Surrounding topography;

The proposed tower is located on one of the highest parcels in the area with a proposed elevation in the 6,340' range. The property to the south and east drop approximately 100' and the north drops approximately 200'. The vane of the mountain runs in a northwest to southeast line from the proposed location.



8.14.7.4.9.4 Surrounding tree coverage and foliage;

The parcel hosting the proposed location is extremely rocky and does not have a significant amount of tree coverage or foliage. There are scattered small trees along with cactus throughout the area.

8.14.7.4.9.5 Design of tower, with particular reference to characteristics that have the effect of reducing or eliminating visual obtrusiveness.

The proposed tower is 194'-0" with a 5'-0" lightning rod for a total overall height of 199'-0" self-support lattice tower. The proposed tower is a self-support lattice tower constructed of galvanized metal. This type of tower is common throughout rural areas and by maintaining the galvanized look it will help it to blend into the landscape. Attached to the application is a "Notice Criteria Tool." Vertical Bridge is not required to file with the FAA on this site and the tower is under the 200'-0" threshold for lighting, therefore there will be no lighting plan with this application.

8.14.8 VIOLATIONS:

8.14.8.1 Operation or continuance of use that requires a conditional use permit or special review use permit will subject the violator to the penalties in effect set forth at 1.6.2 of this Resolution, together with any penalties provided by state or local law.

8.14.8.2 The Department, the Code Enforcement Officer, or any other interested person who is affected thereby, may file a written complaint with the Department alleging a violation(s) of one or more conditions of the permit. The Department or Code Enforcement Officer shall investigate the complaint and determine if the holder of a Conditional Use Permit or Special Review Use Permit has violated one or more conditions of the same.

8.14.8.3 If the Department or Code Enforcement Officer determines that a violation(s) of a permit has occurred or is occurring, written notice of the violation(s) shall be provided to the holder of the permit,

which shall be mailed by U.S. Certified Mail, return receipt request to the address of the holder as shown by the records of the Department. The notice shall state the alleged violation(s) of the permit conditions. The notice shall provide the permit holder a reasonable time to correct such violation(s) and shall provide that if the violation(s) is not corrected within such time, the permit may be subject to suspension or termination by the Board.

8.14.8.4 Upon receipt of the notice, the permit holder may object to the claimed violation(s) by submitting a written statement setting forth such objection to the Department, and shall specify and set forth any facts that may show that no violation(s) has occurred. The Department shall review the objection and shall contact the permit holder to attempt to resolve the dispute. If informal discussions do not resolve the dispute, the Department shall schedule the matter on the agenda for hearing at a regular meeting of the Board. The permit holder shall be provided a written notice of the date and time of the hearing, which shall be mailed by U.S. Certified Mail, return receipt requested, no later than ten (10) days prior to the hearing date.

8.14.8.5 Upon receipt of a second or subsequent complaint alleging repeated or new violations of a permit by a permit holder, the Department or Code Enforcement Officer shall investigate the complaint and determine if the holder of a Conditional Use Permit or Special Review Use Permit has violated one or more conditions of the same. If the Department or Code Enforcement Officer determines that another violation(s) of a permit has occurred or is occurring, the Department shall schedule the matter on the agenda for hearing at a regular meeting of the Board. The permit holder shall be provided a written notice of the alleged violation(s) and the date and time of the hearing, which shall be mailed by U.S. Certified Mail, return receipt requested, no later than ten (10) days prior to the hearing date.

8.14.8.6 Upon receipt of the combined notice of violation(s) and notice of hearing for a second or subsequent violation(s) of a permit, the permit holder may object to the claimed violation(s) by submitting a written statement setting forth such objection to the Department, and shall specify and set forth any facts that may show that no violation(s) has occurred.

8.14.8.7 At the hearing conducted by the Board, the Department, Code Enforcement Officer, permit holder, and any other interested person shall be allowed to present evidence and testimony concerning the alleged violation(s). The burden of proving the violation by a preponderance of the evidence shall be on the Department.

8.14.8.8 If the Board determines that one or more violations of the conditions of the permit have occurred, it may take any action it deems appropriate and consistent with the intent and purpose of this Resolution including, but not limited to, termination or limited suspension of the conditional use or special review use permit, providing a reasonable time period for correction of any violation(s), and imposition of additional permit conditions. The decision of the Board shall be final agency action by the County.

Vertical Bridge has read Section “8.14.8 Violations, items 1-8” of these provisions and agrees to comply with Freemont County regarding the Special Review Use application and continued use of the tower.

Section 8.14.4 Special Review Use Criteria

8.14.4 APPROVAL CRITERIA: The Board may approve the application for conditional use permit or special review use permit provided that it is established by evidence presented to the Board that the proposed use is in accordance with the provisions of the Fremont County Master Plan and the Zoning Resolution, and further that the following qualifications have been met:

8.14.4.1 The procedural requirements of this section have been met.

The Special Review Use application is for a proposed 194'-0" with a 5'-0" lightning rod for a total overall height of 199'-0" self-support lattice tower. The necessary items and support documents have been submitted as part of this application.

8.14.4.1.1 The location of the proposed use is compatible and harmonious with the surrounding neighborhood.

The location of the proposed use is compatible and harmonious with the surrounding neighborhood. The proposed location is south of US Highway 50 west of Cañon City. The proposed tower is located on the southeast side of the mountain peak and will provide service for the surrounding valley.

8.14.4.1.2 The proposed use will not have detrimental effect on property values.

The proposed use will not have detrimental effect on property values. The proposed tower is located south of US Highway 50 in an area that is sparsely populated. There is a trailer park located east of the property. The proposed tower will be a benefit to the users of the park by providing improved coverage for the guests visiting the site, therefore not only will it not be detrimental, it will be a benefit to surrounding properties.

8.14.4.1.3 The proposed site and use will not impair public health, welfare, prosperity and safety by creating undesirable sanitary conditions, overburdening of utilities, or adverse environmental influences.

The proposed wireless telecommunications site will not impair public health, welfare, prosperity and safety by creating undesirable sanitary conditions, overburdening of utilities, or adverse environmental influences. The only utilities necessary for the proposed tower are power and fiber which are readily available to the site. The proposed site operates on a 200 amp, 3- phase service, a utility easement has already been obtained for services on this site. There will be no outdoor storage of materials or equipment which could create undesirable sanitary conditions.

8.14.4.1.4 The site will be served by streets and roads of sufficient capacity to carry the traffic generated by the proposed use, and the proposed use will not result in undue traffic congestion or traffic hazards.

The site will be served by streets and roads of sufficient capacity to carry the traffic generated by the proposed use, and the proposed use will not result in undue traffic congestion or traffic hazards. The proposed tower is located off US Highway 50. There is an existing access road for this parcel that will be utilized for the tower site as well. The tower site is unstaffed and is will be visited by a technician in a SUV sized vehicle approximately once per month for routine maintenance.

[Table of Contents](#)

8.14.4.1.5 The site is sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping and such other provisions required by this resolution.

The site is sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping and such other provisions required by this resolution. The minimum side setback in the AF, Agricultural Forestry District is 50', the proposed tower height is 194'-0" with a 5'-0" lightning rod for a total overall height of 199'-0". The twenty-five (25) percent of the overall height of the tower is 49.75', therefore this provision is met. Additionally, Vertical Bridge has provided a fall zone letter which demonstrates the tower would collapse within a 50' radius in the unlikely event of a failure. The proposed site will include a 6'-0" chain link fence with three strands of barbed wire for the security of the site. There will be no parking or loading facilities on the property as part of the site. Due to the nature of this property, no landscaping is proposed, the ground is very rocky in the area of the proposed tower.

8.14.4.1.6 The proposed use, if it complies with all conditions on which approval is made contingent, will not adversely affect other property in the vicinity or the general health, safety, and welfare of the inhabitants of the County, and will not cause significant air, water, noise, or other pollution.

The proposed use, complies with all conditions on which approval is made contingent, will not adversely affect other property in the vicinity or the general health, safety, and welfare of the inhabitants of the County, and will not cause significant air, water, noise, or other pollution. The proposed tower location was chosen to minimize the impact on all surrounding parcels. The proposed tower will be in compliance with all local, state and federal guidelines. The proposed tower, through improved wireless services will be a benefit to the general health, safety and welfare.

Waiver Requests

In reviewing an application for a Special Land Use Review, the applicant may request certain waivers based on the applicability as they relate to the proposed use. Below are six waivers requested for the proposed application.

1. Noxious Weed Control Plan

The proposed wireless communications facility is to be located on a rocky plateau near the top of the mountain. There is very little vegetation on this portion of the property due to the rocky conditions. There are some cacti and scrub materials scattered about the area. Any plant material within the lease compound will be removed at the time of construction. The proposed facility will consist of an 80' x 80' parcel which will include ground equipment, and a 194'-0" with a 5'-0" lightning rod for a total overall height of 199'-0" which will be surrounded by a 6'-0" chain link fence. The ground inside the compound will be a gravel base. The compound is unstaffed, however a technician typically visits the site approximately once per month to ensure the equipment is functioning properly. It is also the technician's responsibility to report any conditions within the compound that need attention, including weeds. Therefore, we respectfully request a waiver of submittal of a Noxious Weed Control Plan.

2. Sanitation Plan

The proposed wireless communications facility is unstaffed, however a technician typically visits the site approximately once per month to ensure the equipment is functioning properly. There will be no local services necessary except for police and fire, in the event of an emergency, there will be no sanitation facilities provided on this site. Therefore, we respectfully request a waiver of submittal of a Sanitation Plan.

3. Refuse Plan

The proposed wireless communications facility is unstaffed, however a technician typically visits the site approximately once per month to ensure the equipment is functioning properly. There will be no local services necessary except for police and fire, in the event of an emergency, there will be no refuse containers provided on this site. All personnel are instructed to take all of their garbage with them when leaving the site. Therefore, we respectfully request a waiver of submittal of a Refuse Plan.

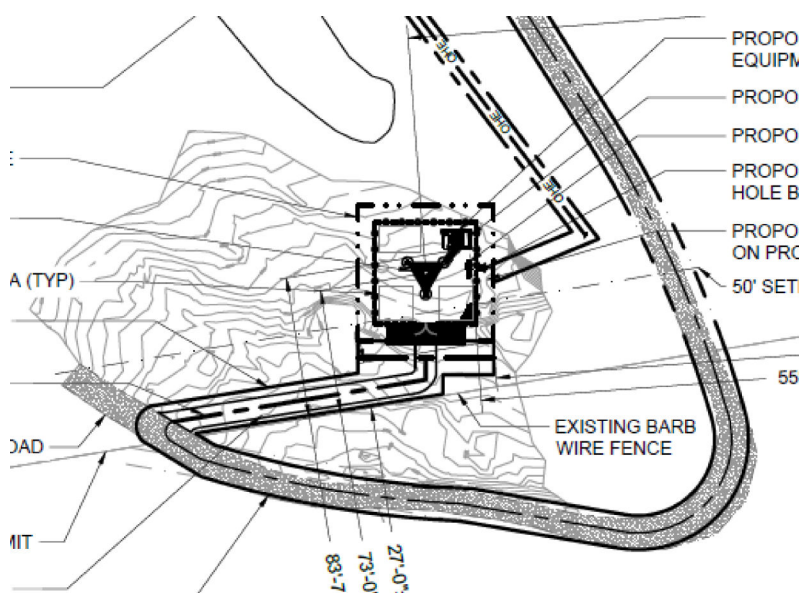
4. Landscaping Plan

The proposed wireless communications facility is unstaffed, There is very little vegetation on this portion of the property due to the rocky conditions. Due to the poor, rocky soil conditions in this area, no landscaping is proposed surrounding the tower parcel. The proposed location is on the east side of the plateau and the base of the tower will be shielded from three sides from the viewing public. The only portion of the compound potentially visible at this site would be from the east. Therefore, we respectfully request a waiver of submittal of a Landscape Plan.

5. Drainage Plan

[Table of Contents](#)

The proposed wireless communications facility is being constructed on a flat rocky plateau near the top of the mountain. There will be minimal, if any grading at this site. All access roads with the exception of approximately 111'-4" x 12'-0" (shown below) stretch are existing and will remain intact. The base of the compound and the short extension will be gravel, a similar material to what already exists, therefore there will be no change in the ground conditions necessitating a drainage plan. Therefore, we respectfully request a waiver of submittal of a Drainage Plan.



6. Lighting Plan

The proposed wireless communications facility does not require FAA approval per the attached Notice Criteria Tool (NCT). The proposed tower is 194'-0" with a 5'-0" lightning rod for a total overall height of 199'-0", which is below the threshold of 200'-0" for the FAA to require lighting. According to the Airnav.com, the nearest airport is approximately 6 miles east of Cañon City, which is the other criteria used in the determining if lighting is necessary. The only light provided at this site will be a motion-sensored "porch light" which will be available for the technician to visit the site in the event of an emergency at the site. Therefore, we respectfully request a waiver of submittal of a Lighting Plan.



Notice Criteria Tool

[Notice Criteria Tool - Desk Reference Guide V_2018.2.0](#)

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

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

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

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

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

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

Latitude: Deg M S ▼

Longitude: Deg M S ▼

Horizontal Datum: ▼

Site Elevation (SE): (nearest foot)

Structure Height : (nearest foot)

Is structure on airport: No Yes

Results

You do not exceed Notice Criteria.

[Table of Contents](#)



To: Prasanth Attaluri, Sr Manager, Engineering RF Development, T-Mobile USA
CC: Mazher Qayyum, RF Engineering Manager, T-Mobile USA
From: Neeraj Beri, RF Engineer, T-Mobile USA
Re: Hwy 50 west Canon City (DN02546A)

I am the RF Engineer responsible for the design and location of this site. I have been involved in wireless network design for 15 years, and have planned, built, and upgraded hundreds of sites.

The proposed location of this site was chosen to strengthen our coverage and capacity on hwy 50 west of cannon city.

We believe that our network objectives are better met with the VB-BTS location and available antenna center line of 190' rather than the SBA site (3 miles east) and its available centerline of less than 30'.

[Table of Contents](#)

January 12, 2024

Jeannette Davis
Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487



Subject: Fall Certification Letter
Arcosa Designation: Arcosa Project Number: **A667**
 Arcosa Site Name: **Texas Creek (US-CO-5091)**

Engineering Firm Designation: **B+T Group Project Number:** 169379.001.01.0003

Site Data: **Texas Creek (US-CO-5091)**
195' Self Support Tower

To Whom it May Concern:

As Requested by Arcosa Telecom Structures on behalf of Vertical Bridge Development, LLC, B+T Group is pleased to submit this "Fall Certification Letter" for the 195' Self Support Tower to be constructed at the **Texas Creek (US-CO-5091)** site.

This tower will be designed in accordance with the TIA 222-H standard for Fremont County, CO. The tower will be designed to support antennas and transmission lines for four wireless carriers. The design criteria are more particularly described as follows:

Design Wind Speed: 105mph 3-sec gust (no ice), 50mph 3-sec gust (0.25" ice)
Structure Class: II
Exposure Category: C
Topographic Category: 1

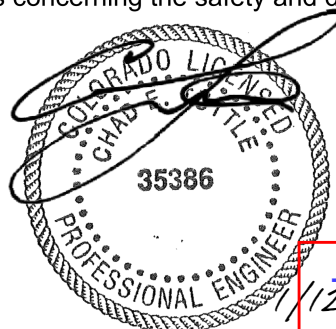
190'—Wireless Carrier 1 (CaAa= 40,000 sq in w/ (12) 1 5/8" transmission lines
180'—Wireless Carrier 2 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
170'—Wireless Carrier 3 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
160'—Wireless Carrier 4 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines

It is our understanding that this Self Support Tower structure will be designed such that, if a failure were to occur due to a significant storm or other event, the tower would fall within a radius of 50' from the base of the structure with the top portion of the tower buckling over on the tower. Although the tower would not be designed to fail, stronger sections that required by analysis would be provided in the lower sections of the tower, resulting in an increased safety factor in the lower sections. In the highly unlikely event that this tower were to experience operational failure due to catastrophic wind loading, the design would enable the tower to fail through compression buckling. Failure in this manner would result in the upper portion of the tower buckling and folding over the lower portion, resulting in a fall radius of 50' from the base of the tower. It should be understood that this opinion does not consider unpredictable extreme catastrophic events for which the structure is not designed. However, any damage to surrounding property caused by the tower failing during such an event would be relatively insignificant when compared to the damage caused to the surrounding property by the event itself.

Please contact us should you have any questions concerning the safety and design of the self support tower.

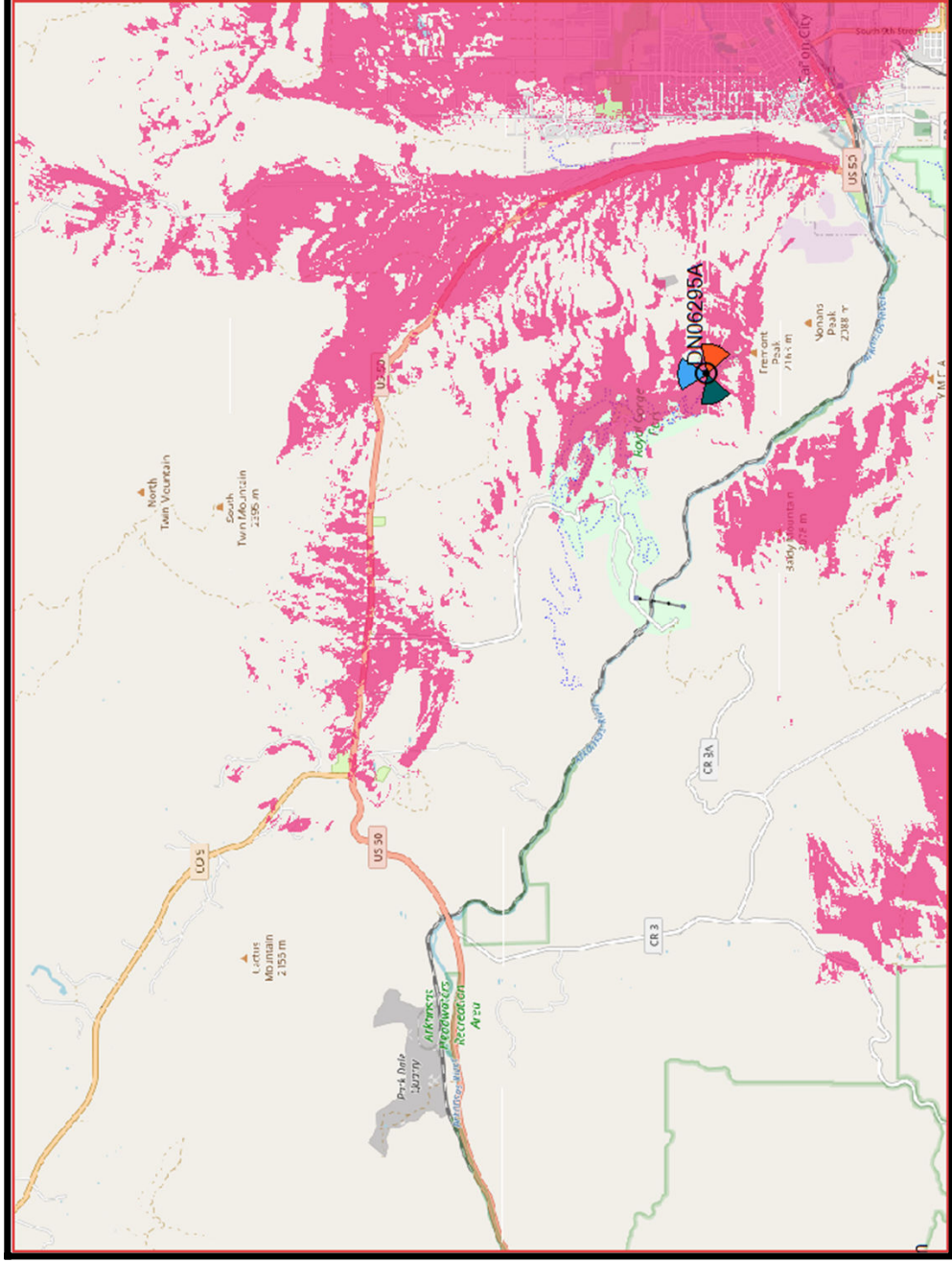
Respectfully submitted by: B+T Engineering, Inc.

Chad E. Tuttle, P.E.



[Table of Contents](#)

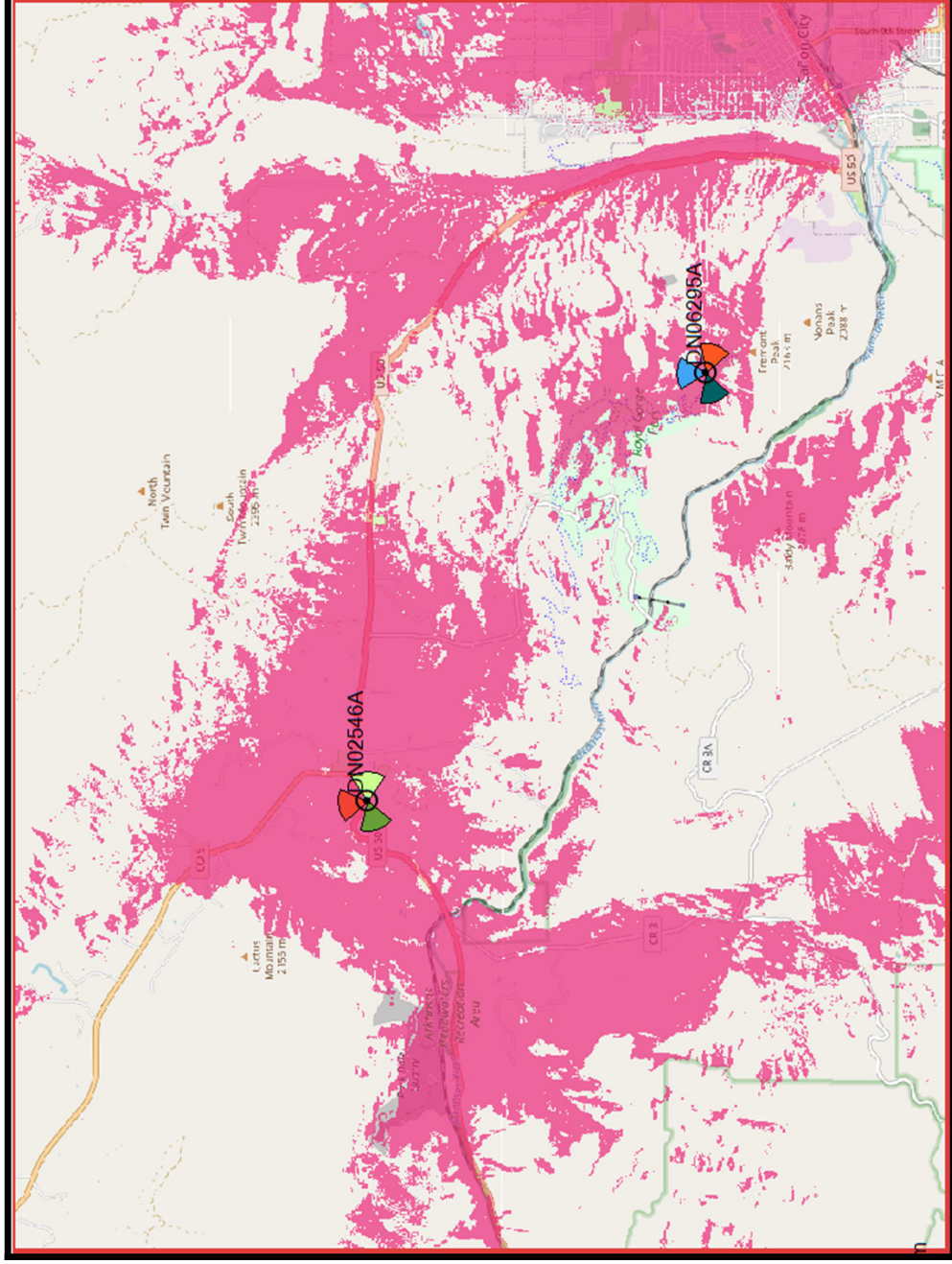
Existing Coverage (L1900) - without DN02546A



Indoor Residential @-99 dBm

Table of Contents

Existing + Proposed Coverage (L1900) - with DN02546A@200'



Indoor Residential @-99 dBm



File No.: F0716909-330-AGA

SPECIAL WARRANTY DEED

THIS DEED, Made this 17th day of August, 2021 between

David R. Shippey

of the County of Fremont and State of COLORADO, grantor(s), and

David S. Easton

whose legal address is 43340 U.S. Highway 50, Canon City, CO 81212

of the County of Fremont, State of Colorado, grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of Three Hundred Seventy-Six Thousand Dollars and No/100's (\$376,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Lot A, Royal Gorge Bluff's Subdivision according to the recorded plat

County of Fremont
State of Colorado

also known by street and number as 43340 U.S. Highway 50 , Canon City, CO 81212


TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

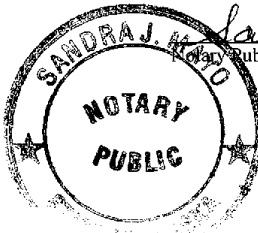
SELLER:

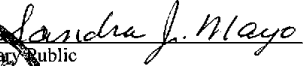

David R. Shippey

STATE OF Alaska) ss:
COUNTY OF North Star Borough
Barrow

The foregoing instrument was acknowledged before me this 16th day of August, 2021 by David R. Shippey

Witness my hand and official seal.
My Commission expires: 8/16/2021




Sandra J. Mayo
Notary Public

Landlord:
David Easton



Tenant:
Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Site #: US-CO-5091
Site Name: Texas Creek

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this “**Agreement**”) is made this 3rd day of July, 2023 (the “**Effective Date**”) by and between **David Easton**, a single man (“**Landlord**”), whose address is [REDACTED] and **Vertical Bridge Development, LLC**, a Delaware limited liability company (“**Tenant**”), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Fremont, in the State or Commonwealth of Colorado, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the “**Property**”); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 80' x 80' (approximately 6,400 square feet) and to obtain easements for landscape buffer, utilities and access (collectively, the “**Premises**”), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant’s permitted use under this Agreement, all at Tenant’s expense. Tenant shall be authorized to apply for the Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant’s Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] (\$ [REDACTED]) within thirty (30) days after the full execution of this Agreement. The Option Period will be for an term of two (2) years from the Effective Date (the “**Option Period**”)

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the “**Notice of Exercise of Option**”). The Notice of Exercise of Option shall set forth the commencement date (the “**Commencement Date**”) of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate, and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. **TERM.**

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the “**Initial Term**”).

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a “**Renewal Term**”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, of Tenant’s intent not to renew. For purposes of this Agreement, “**Term**” shall mean the Initial Term and any applicable Renewal Term(s).

3. **RENT.**

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date (“**Rent Commencement Date**”), Tenant shall pay to Landlord a monthly rent payment of [REDACTED] (\$ [REDACTED]) (“**Rent**”) at the address set forth in Section 29 below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) The Rent shall increase by [REDACTED] % annually on each anniversary of the Rent Commencement Date.

4. **TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant’s use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the “**Landlord Tax Reimbursement**”). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord’s behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition,

Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. USE. The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment (collectively, the “**Communications Facilities**”), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises.

6. ACCESS AND UTILITIES. During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day, provided, however, that Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall notify Landlord by phone at 719-429-2042 prior to entering the Property in order for Landlord to secure Landlord’s guard dogs. If, at any time, the phone number referenced above should change, Landlord will immediately notify Tenant of the new phone number. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant’s safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant’s request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant’s request, and Landlord shall obtain the consent and joinder of Landlord’s mortgagee to any such grant, if applicable.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within ninety (90) days after the expiration or earlier termination of this Agreement (the “**Removal Period**”), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period,

including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may transfer or assign this Agreement to Tenant's Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord's consent (a "**Permitted Assignment**"). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant's prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been no release of or contamination by hazardous materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, “**Indemnified Persons**”) from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys’ fees and court costs) (collectively, “**Losses**”) caused by or arising out of (a) such party’s breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party’s acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person’s contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person’s negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic’s liens or liens of contractors and subcontractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$ [REDACTED]. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communications facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days’ prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises)

and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; and further provided that given Landlord's direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant's rights to acquire the ROFR Property. Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; and further provided, that Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are

modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including, without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION; CASUALTY.

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may, upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and

the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements

and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to [Section 26](#) hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in this Agreement and/or leasehold interest in the Premises to Lender, Tenant or Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or Lender, together with the name and address of Lender if it is different from the information set forth in Section 29 hereof. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in [Section 29](#) or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time,

provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of [Section 25](#) and [Section 26](#) hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement, and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of [Section 25](#) and [Section 26](#) hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:

David Easton



If to Tenant:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487

Ref: US-CO-5091
Attn: VP Asset Management

With a copy to: General Counsel

If to Lender:



30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

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

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord's or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto. In addition, Tenant's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option to Lease or Memorandum of Lease.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:

LANDLORD:

James Whiteside
Name: JAMES WHITESIDE

David Easton
David Easton

Colleen Easton
Name: Colleen Easton

Date: 6-22-2023

STATE OF Colorado

COUNTY OF Fremont

The foregoing instrument was acknowledged before me this 22nd day of June, 2023 by David Easton.

Krystal A Baker
Notary Public

Print Name: Krystal A Baker

My Commission Expires: April 25, 2026 (Seal)

**KRYSTAL A BAKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144017422
MY COMMISSION EXPIRES APRIL 25, 2026**

(Tenant signature page to Option and Lease Agreement)

WITNESSES:

TENANT:

ALG
Name: Alex Greenberg
[Signature]
Name: Christopher Ardoun

Vertical Bridge Development, LLC
a Delaware limited liability company
By: [Signature]
Name: Ariel Rubin
Title: Vice President of Tower Development
Date: 07/03/2023
LEGAL ds
RP

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of July, 2023, by Ariel Rubin (name of signatory), VPTD (title of signatory) of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company.

Rachel Williamson
Notary Public
Print Name: Rachel Williamson
My Commission Expires: Oct. 17, 2026

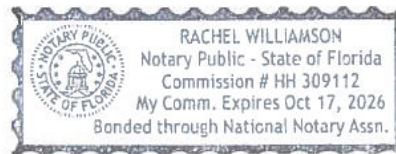


EXHIBIT 1

Legal Description of the Property (Parent Parcel)

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

Lot A, Royal Gorge Bluff's Subdivision according to the recorded plat

**County of Fremont
State of Colorado**

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)

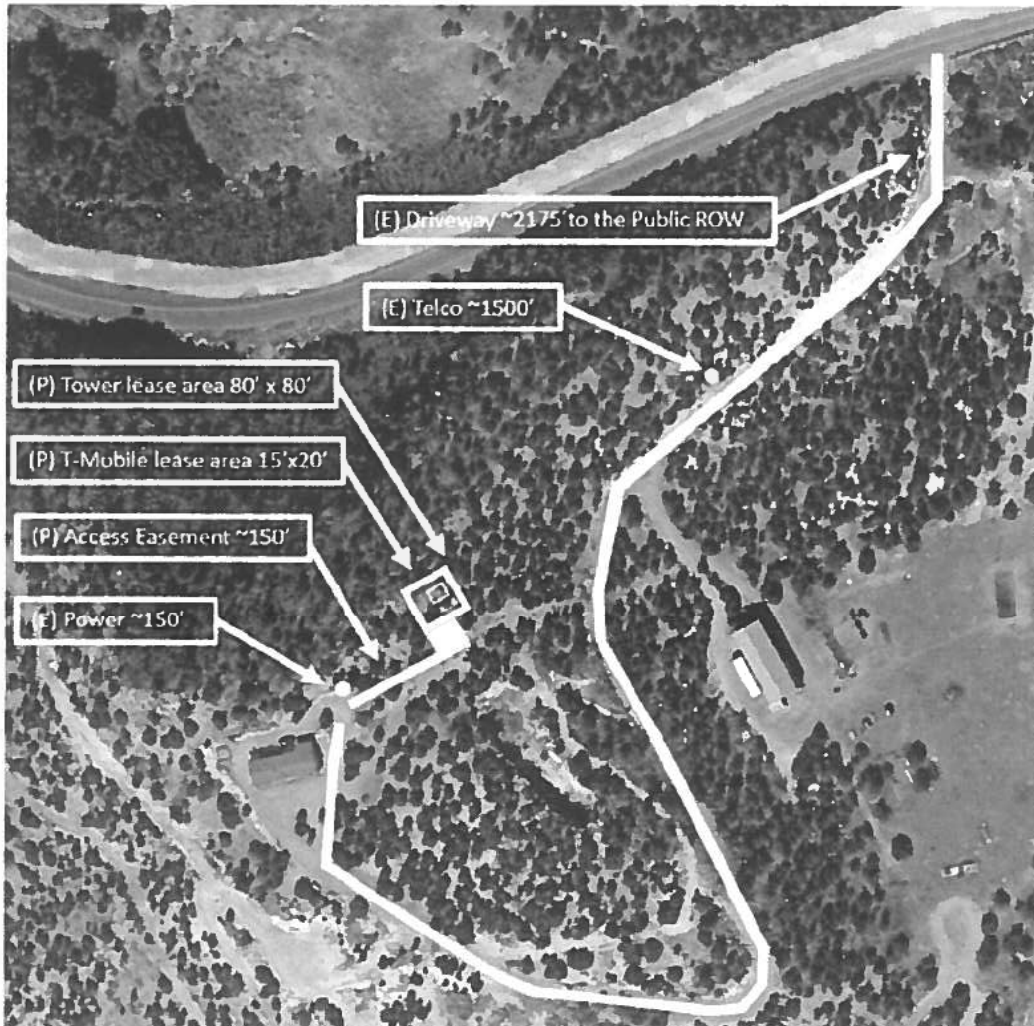


EXHIBIT 3

Memorandum of Option to Lease

(Attached)

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

Upon Recording Return to:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Texas Creek
Site Number: US-CO-5091
Commitment #: VTB-147125-C

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Lease**") between **David Easton**, a single man ("**Landlord**"), whose address is [REDACTED], and **Vertical Bridge Development, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated July 3rd, 2023 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

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

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

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Under certain circumstances, Landlord may not subdivide the Property without Tenant's prior written consent; and

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

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

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