

**Garfield County**

Community Development Department

FEB 05 2014 108 8<sup>th</sup> Street, Suite 401

Glenwood Springs, CO 81601

(970) 945-8212

www.garfield-county.com

GARFIELD COUNTY  
COMMUNITY DEVELOPMENT

**LAND USE CHANGE PERMIT  
APPLICATION FORM**

TYPE OF APPLICATION	
<input type="checkbox"/> Administrative Review	<input type="checkbox"/> Development in 100-Year Floodplain
<input type="checkbox"/> Limited Impact Review	<input type="checkbox"/> Development in 100-Year Floodplain Variance
<input type="checkbox"/> Major Impact Review	<input type="checkbox"/> Code Text Amendment
<input checked="" type="checkbox"/> Amendments to an Approved LUCP <input type="checkbox"/> LIR <input type="checkbox"/> MIR <input type="checkbox"/> SUP	<input type="checkbox"/> Rezoning <input type="checkbox"/> Zone District <input type="checkbox"/> PUD <input type="checkbox"/> PUD Amendment
<input type="checkbox"/> Minor Temporary Housing Facility	<input type="checkbox"/> Administrative Interpretation
<input type="checkbox"/> Vacation of a County Road/Public ROW	<input type="checkbox"/> Appeal of Administrative Interpretation
<input type="checkbox"/> Location and Extent Review	<input type="checkbox"/> Areas and Activities of State Interest
<input type="checkbox"/> Comprehensive Plan Amendment <input type="checkbox"/> Major <input type="checkbox"/> Minor	<input type="checkbox"/> Accommodation Pursuant to Fair Housing Act
<input type="checkbox"/> Pipeline Development	<input type="checkbox"/> Variance
<input type="checkbox"/> Time Extension (also check type of original application)	

**INVOLVED PARTIES**

Owner/Applicant

Name: Atlas Tower USA, LLC Phone: (303) 448-8896

Mailing Address: 4450 Arapahoe Ave., Suite 100

City: Boulder State: CO Zip Code: 80303

E-mail: kbradtke@atlastowers.com

Representative (Authorization Required)

Name: Ken Bradtke Phone: (303) 448-8896

Mailing Address: 4450 Arapahoe Ave., Suite 100

City: Boulder State: CO Zip Code: 80303

E-mail: kbradtke@atlastowers.com

**PROJECT NAME AND LOCATION**

Project Name: \_\_\_\_\_

Assessor's Parcel Number: 2175-241-00-032

Physical/Street Address: XXX County Road 321, Rifle, CO 81650

Legal Description: Sec. 19, Town. 6 South, Range 93 West,  
Part of Lot 1

Zone District: Garfield County - Rural Property Size (acres): .0826 acres

PROJECT DESCRIPTION
Existing Use: <u>Open Field</u>
Proposed Use (From Use Table 3-403): <u>Telecommunications facility</u>
Description of Project: <u>Proposed 120' self support telecommunications tower with surrounding 50'x60' fenced facility.</u>

REQUEST FOR WAIVERS
<b>Submission Requirements</b> <input type="checkbox"/> The Applicant requesting a Waiver of Submission Requirements per Section 4-202. List: Section: _____ Section: _____ Section: _____ Section: _____
<b>Waiver of Standards</b> <input type="checkbox"/> The Applicant is requesting a Waiver of Standards per Section 4-118. List: Section: _____ Section: _____ Section: _____ Section: _____

I have read the statements above and have provided the required attached information which is correct and accurate to the best of my knowledge.

 \_\_\_\_\_ 1/29/14 \_\_\_\_\_  
 Signature of Property Owner Date

OFFICIAL USE ONLY
File Number: <u>LPAA - 7812</u> Fee Paid: \$ <u>300.-</u>

# ATLAS TOWER

USA • INTERNATIONAL

January 31, 2014

Atlas Tower Holdings, LLC  
4450 Arapahoe Ave., Suite 100  
Boulder, CO 80303

To Glenn Hartmann:

Please find enclosed Atlas Tower USA, LLC's ("Atlas") application materials for a Land Use Change Permit Amendment. Atlas was granted a Land Use Change Permit for a communications tower facility in Rifle, CO earlier this month, and now seeks to amend that application to allow for a different utility access route to our site.

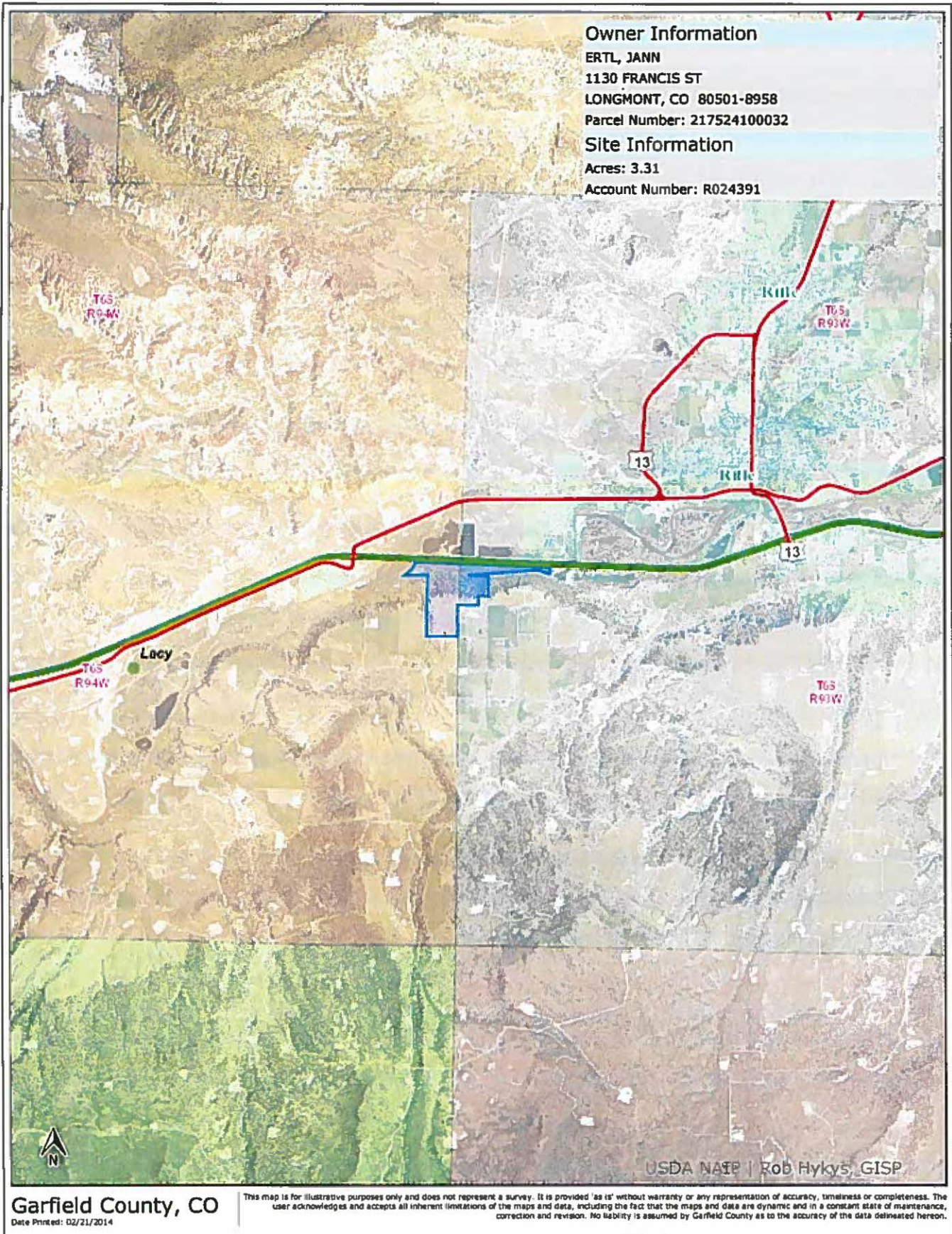
All of the required materials are enclosed, except for a letter of authorization from Landowner (Jann Ertl), which was previously submitted to your office and should be on file. This letter grants Atlas the authority to seek any and all permits necessary for the telecommunications facility. Additionally, § 9(c) of the enclosed lease agreement between Landowner and Atlas also grants the authority to Atlas to handle all permitting matters.

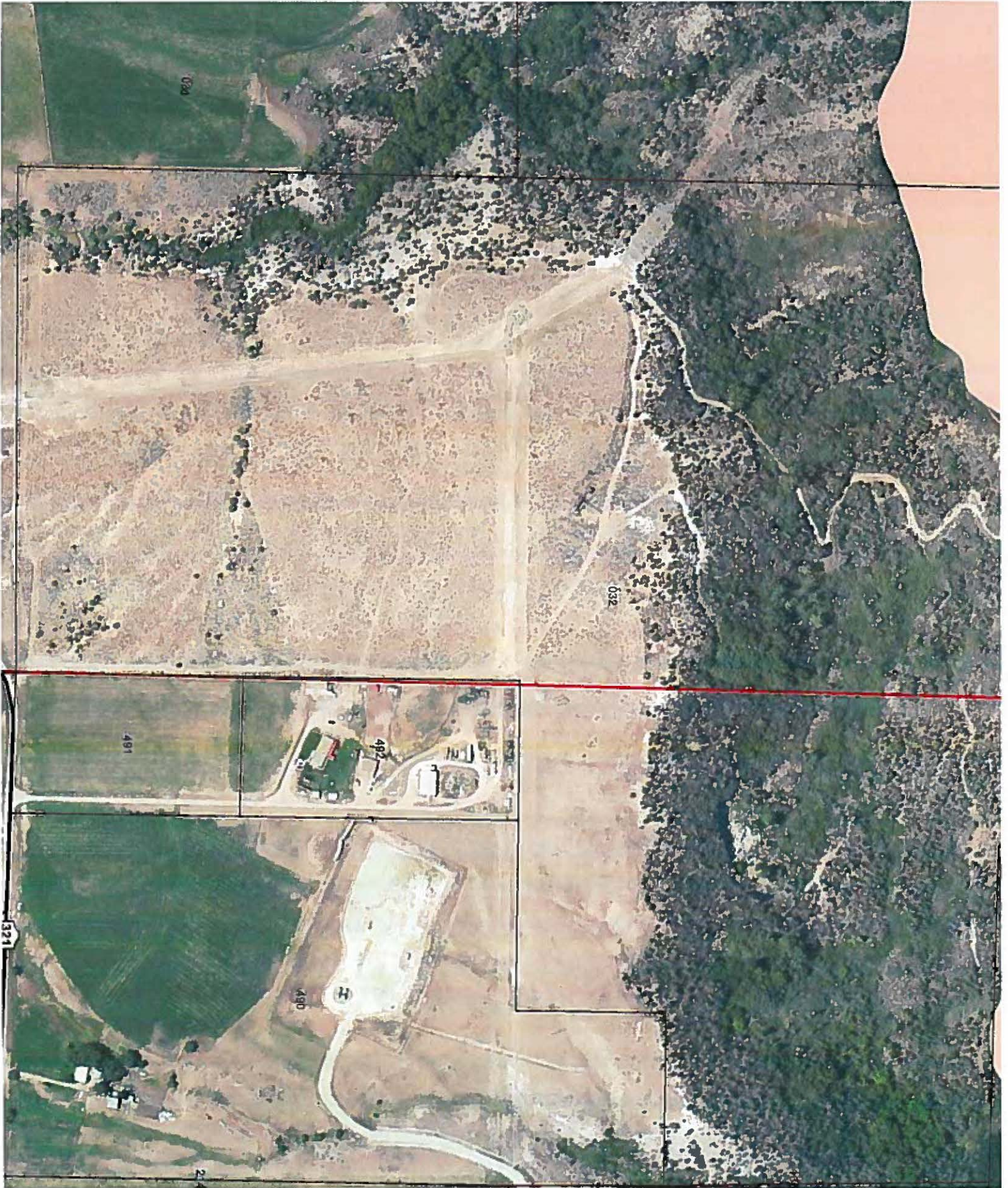
Please let the above-mentioned materials, along with this accompanying letter, serve as proof of Atlas' authorization to apply for a Land Use Change Amendment on behalf of Jann Ertl.

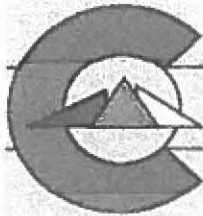
Regards,



Ken Bradtke  
Site Development Representative  
Atlas Tower USA, LLC  
4450 Arapahoe Ave., Suite 100  
Boulder, CO 80303







**GARFIELD COUNTY**  
Community Development Department  
108 8<sup>th</sup> Street, Suite 201  
Glenwood Springs, Colorado 81601  
Telephone: 970.945.8212 Facsimile: 970.384.3470  
[www.garfield-county.com](http://www.garfield-county.com)

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## PRE-APPLICATION CONFERENCE SUMMARY

**TAX PARCEL NUMBER:** 2175-241-00-032

**DATE:** November 19, 2013

**PROJECT:** Rifle-Rulison Telecommunication Facility Amendment

**OWNER:** Jann Ertl

**REPRESENTATIVE:** Ken Bradtke / ATLAS Tower Companies

**PRACTICAL LOCATION:** Off of County Road 321

**ZONING:** Rural

**TYPE OF APPLICATION:** Amendment to an Approved Land Use Change Permit

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### **I. GENERAL PROJECT DESCRIPTION**

ATLAS Tower Companies (ATLAS) wishes to extend the overhead electric line from the existing power pole on the adjacent property to the east rather than putting in a new overhead electric line within the access and utility easement approved under Resolution 2013-55.

Please note that this telecommunication facility's conditions of approval have not been met therefore no Land Use Change Permit (LUCP) has been issued to date. However, once a LUCP is issued, ATLAS shall follow Article 4, Section 4-106. As per Section 4-106 of the Garfield County Land Use and Development Code, amendments to a Land Use Change Permit requires an Applicant to submit an application in order to determine if the proposed amendment is a minor or major modification.

### **II. REGULATORY PROVISIONS APPLICANT IS REQUIRED TO ADDRESS**

- Garfield County Comprehensive Plan 2030;
- Garfield County Land Use and Development Code;
- Amendments to an Approved Land Use Change Permit (Section 4-106); and,
- Tables contained in 4-102, Common Review Procedures; and 4-201, Submittal Requirements

**III. REVIEW PROCESS**

1. Pre-application Conference.
2. Application.
3. Determination of Completeness.
4. Evaluation and determination by Director.

**IV. SUBMITTAL REQUIREMENTS**

Please provide the following information:

- General Application Materials (Application Form, Fee, Payment Agreement Form, Statement of Authority, Letter of Authorization, Deed of Ownership, Lease Agreement, Pre-application Conference Summary);
- Narrative addressing the Article 4, Section 4-106 (C) Review Criteria (see below).
  1. Comply with all requirements of this Code;
  2. Do not conflict with the Comprehensive Plan;
  3. Do not change the character of the development;
  4. Do not alter the basic relationship of the development to adjacent property;
  5. Do not change the uses permitted;
  6. Do not require amendment or abandonment of any easements or rights-of-way;
  7. Do not increase the density;
  8. Do not increase the zone district dimensions to an amount exceeding the maximum dimension in the applicable zone district in Table 3-201; and
  9. Do not decrease the amount of the following to an amount below the minimum required in the applicable zone district:
    - a. Amount of dedicated Open Space;
    - b. The size of or change in the locations, lighting, or orientation of originally approved signs; and
    - c. Any zone district dimensions in Table 3-201.
- Approved Site Plan along with the new overhead electric line location;
- New Utility Agreement; and,
- Copy of Resolution 2013-55.

Submit three (3) paper copies and one (1) CD. Additional copies may be requested upon determination of completeness.

**V. APPLICATION REVIEW**

a. Review by: Director/Staff for completeness and determination.

b. Public Hearing:  Director Review/Determination  
 Planning Commission  
 Board of County Commissioners  
 Board of Adjustment

**VI. APPLICATION REVIEW FEES**

- a. Planning Review Fees: \$ 300.00
  - b. Referral Agency Fees: \$ TBD – consulting engineer/civil engineer fees
  - c. Total Deposit: \$ 300.00 (additional hours are billed at \$40.50 /hour)
- 

**General Application Processing**

Planner reviews case for completeness. The Planning Director reviews the application and makes a determination. The pre-application meeting summary is only valid for six (6) months from the date of this written summary.

**Disclaimer**

The foregoing summary is advisory in nature only and is not binding on the County. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. This summary does not create a legal or vested right.

**Pre-application Summary Prepared by:**

Molly O'Neil-Larson

11/12/13  
Date





**PAYMENT AGREEMENT FORM**

GARFIELD COUNTY ("COUNTY") and Property Owner ("APPLICANT") Atlas Tower  
VSA, LLC agree as follows:

1. The Applicant has submitted to the County an application for the following Project: Proposed Telecommunications facility
2. The Applicant understands and agrees that Garfield County Resolution No. 98-09, as amended, establishes a fee schedule for each type application, and the guidelines for the administration of the fee structure.
3. The Applicant and the County agree that because of the size, nature or scope of the proposed project, it is *not possible at this time to ascertain the full extent* of the costs involved in processing the application. The Applicant agrees to make payment of the Base Fee, established for the Project, and to thereafter permit additional costs to be billed to the Applicant. The Applicant agrees to make additional payments upon notification by the County, when they are necessary, as costs are incurred.
4. The Base Fee shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board of County Commissioners for the consideration of an application or additional County staff time or expense not covered by the Base Fee. If actual recorded costs exceed the initial Base Fee, the Applicant shall pay additional billings to the County to reimburse the County for the processing of the Project. The Applicant acknowledges that all billing shall be paid prior to the final consideration by the County of any Land Use Change or Division of Land.

I hereby agree to pay all fees related to this application:

Billing Contact Person: Ken Bradtke Phone: (303) 448-8896

Billing Contact Address: 4450 Arapahoe Ave., Suite 100

City: Boulder State: CO Zip Code: 80303

Billing Contact Email: kbradtke@atlastowers.com

Printed Name of Person Authorized to Sign: Ken Bradtke

[Handwritten Signature]

(Signature)

1/29/14

(Date)

# LAND USE CHANGE PERMIT

for

A 0.08 ACRE SITE WITHIN A 120.49 ACRE PARCEL OF LAND OWNED BY JANN ERTL LOCATED OFF OF COUNTY ROAD 321 IN SECTION 24, TOWNSHIP 6 SOUTH, RANGE 94 WEST OF THE 6TH PM, GARFIELD COUNTY LEGALLY DESCRIBED IN A WARRANTY DEED FOUND AT RECEPTION NUMBER 705758 IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE

PARCEL NO. # 2175-241-00-032

In accordance with and pursuant to the provisions of the Garfield County Unified Land Use Resolution of 2008, as amended, and *Resolution No. 2013 - 55* of the Board of County Commissioners of Garfield County, State of Colorado, hereby authorizes, by Land Use Change Permit and attached Site Plan - Exhibit A, the following activity:

## COMMUNICATION FACILITY (LIPA 7339)

The Land Use Change Permit is issued subject to the conditions set forth in the above-mentioned resolution, and shall be valid only during compliance with such conditions and other applicable provisions of the Garfield County Unified Land Use Resolution of 2008, as amended, Building Code, and other regulations of the Board of County Commissioners of Garfield County, Colorado.

ATTEST:



Jean M. Alberico  
Clerk of the Board

GARFIELD COUNTY BOARD OF  
COMMISSIONERS,  
COUNTY, COLORADO

Chairman

A large, handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be "John H. ...".



STATE OF COLORADO    )  
  )ss  
County of Garfield     )

At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held in the Commissioners' Meeting Room, Garfield County Administration Building in Glenwood Springs on Monday, the 5th of August A.D. 2013, there were present:

- John Martin, Commissioner Chairman
- Mike Samson, Commissioner
- Tom Jankov'sky, Commissioner
- Andrew Gorgey, County Manager
- Frank Hutfless, County Attorney
- Jean Alberico, Clerk of the Board

when the following proceedings, among others were had and done, to-wit:

**RESOLUTION NO. 2013-55**

**A RESOLUTION OF APPROVAL FOR A LAND USE CHANGE PERMIT FOR A COMMUNICATION FACILITY, ON 120.49 ACRE PROPERTY OWNED BY JANN ERTL LOCATED OFF OF COUNTY ROAD 321, SECTION 24, TOWNSHIP 6 SOUTH, RANGE 94 WEST OF THE 6<sup>TH</sup> P.M., GARFIELD COUNTY**

*PARCEL NO# 2175-241-00-032*

Recitals

A. The Board of County Commissioners of Garfield County, Colorado, (Board) received a request for a Land Use Change Permit to allow for Communication Facility as further described in Exhibits A, B, and C, SITE PLAN, SUBJECT SITE, AND ELEVATION.

B. The Rifle-Rulison Communication Tower is located within a 120.49 acre parcel of land owned by Jann Ertl. The ownership of this property is described in a Warranty Deed found at Reception Number 705758 in the records of the Garfield County Clerk and Recorder.

C. The subject property is located within unincorporated Garfield County in Rural zone district and is south and southwest of the City of Rifle.

D. Communication Facility may be permitted in the Rural zone district with Limited Impact Review.

E. The Board is authorized to approve, deny, or approve with conditions a Limited Impact application resulting in issuance of a Land Use Change Permit pursuant to the Unified Land Use Resolution of 2008, as amended.

F. The Board of County Commissioners opened a public hearing on the 5th day of August, 2013 for consideration of whether the proposed Land Use Change Permit should be granted or denied, during which hearing the public and interested persons were given the opportunity to express their opinions regarding the request.

H. The Board of County Commissioners closed the public hearing on the 5<sup>th</sup> day of August, 2013 to make a final decision.

I. The Board on the basis of substantial competent evidence produced at the aforementioned hearing, has made the following determinations of fact:

1. That the proper public notice was provided as required for the hearing before the Board of County Commissioners.
2. That the hearing before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted or could be submitted and that all interested parties were heard at that meeting.
3. That for the above stated and other reasons the proposed Land Use Change Permit for a Communication Facility is in the best interest of the health, safety, convenience, order, prosperity, and welfare of the citizens of Garfield County.
4. That with the adoption of conditions, the application is in general conformance with the 2030 Comprehensive Plan.
5. That with the adoption of conditions, the application has adequately met the requirements of the Garfield County Unified Land Use Resolution of 2008, as the same had been amended at the time the application was deemed by the Community Development Department to be technically complete.
6. The following waiver requests have satisfied the review criteria as identified in Article VII, in the introduction paragraph above Division 1 and are hereby granted:
  - a. Road standards contained in Section 7-307.
  - b. Screening will not be required under Sections 7-305 and 7-823 (H) (I).

## RESOLUTION

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Garfield County, Colorado, that:

- A. The forgoing Recitals are incorporated by this reference as part of the resolution.
- B. The Land Use Change Permit for Communication Facility related to the Rifle-Rulison Communication Tower is hereby approved subject to compliance with the following conditions:
  1. That all representations made by the Applicant in the application, and at the public hearing before the Board of County Commissioners, shall be conditions of approval, unless specifically altered by the Board of County Commissioners.
  2. The operation of the facility shall be in accordance with all applicable Federal, State, and local regulations governing the operation of this type of facility.
  3. The facility shall be required to comply with the following standards:
    - a. The facility shall be operated so that the ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point of any boundary line of the property on which the use is located.
    - b. Site operations shall not emit heat, glare, radiation, dust or fumes which substantially interfere with the existing use of adjoining property or which constitutes a public nuisance or hazard.
    - c. All equipment and structures associated with this permit shall be painted with non-reflective paint in neutral colors to reduce glare and mitigate any visual impacts.
    - d. Volume of sound generated shall comply with the standards set forth in the Colorado Revised Statutes.
    - e. All lighting associated with the property shall be directed inward and downward towards the interior of the property.
  4. Prior to the issuance of a Land Use Change Permit, the Applicant shall submit the following to the Community Development Department:
    - a. Revised Site Plan (Sheet C1-B) that graphically shows and labels all utilities on the subject property;



- b. Revised Driveway Details (Sheet C-6) that labels the dimensions on all the sections on this sheet; and,
  - c. Seed mix to be used for site reclamation. This list shall identify the common and scientific names of the plant species.
5. Prior to construction of the communication facility, the Applicant shall obtain a Driveway Permit from the County Road and Bridge Department.
  6. The Applicant shall treat the Russian knapweed on and along the access road with an appropriate herbicide within the timeframe of mid-September to mid-October 2013. Documentation verifying that this weed has been treated shall be submitted to the Community Development Department by the end of October 2013. The effects of the treated knapweed on livestock on the property should be considered.

Dated this 3<sup>rd</sup> September, A.D. 2013

ATTEST:



GARFIELD COUNTY BOARD OF COMMISSIONERS, GARFIELD COUNTY, COLORADO

Jean M. Alberico  
Clerk of the Board

[Signature]  
Chairman

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

COMMISSIONER CHAIR JOHN F. MARTIN , Aye  
COMMISSIONER MIKE SAMSON , Aye  
COMMISSIONER TOM JANKOVSKY , Aye

STATE OF COLORADO )  
 )ss  
 County of Garfield )

I, \_\_\_\_\_, County Clerk and ex-officio Clerk of the Board of County Commissioners, in and for the County and State aforesaid, do hereby certify that the annexed and foregoing Resolution is truly copied from the Records of the Proceeding of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

County Clerk and ex-officio Clerk of the Board of County Commissioners

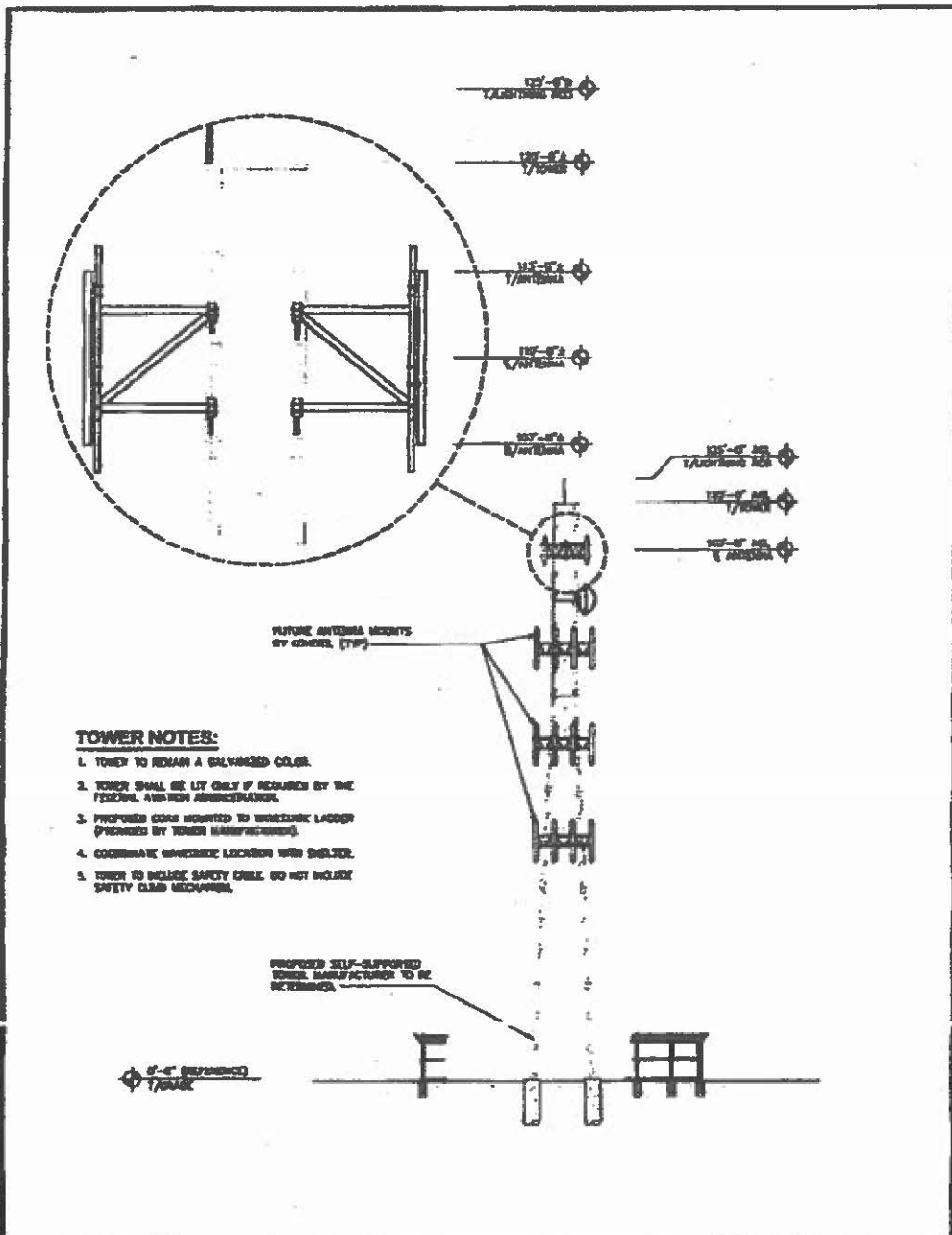
\_\_\_\_\_







Exhibit C – Elevation



**TOWER NOTES:**

1. TOWER TO REMAIN A GALVANIZED COLOR.
2. TOWER SHALL BE LIT ONLY IF REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION.
3. PROPOSED CORNERS MOUNTED TO WALKWAY LADDER (PROVIDED BY TOWER MANUFACTURER).
4. COORDINATE WALKWAY LADDER WITH SHELTER.
5. TOWER TO INCLUDE SAFETY CHAIR. DO NOT INCLUDE SAFETY CHAIR SECUREMENT.

**TOWER ELEVATION**

SCALE: 1" = 30'



SHEET NUMBER: <b>C-2</b> TOTAL SHEETS: 2 DATE: 11/19/04	TOWER ELEVATION	PROJECT NUMBER: RIFLE RUN/ISSON 101 100-077 ROAD 261 8742 CO 8100 (SHERMAN COUNTY)	PLANS PROVIDED FOR: <b>Wibblue Inc.</b> Office: (503) 266-0666	PLANS PROVIDED FOR: <b>ALIAS                  TOWER</b> 4400 Highway 272, Suite 100 Salem, OR 97306-9166	PLANS PROVIDED BY: W. R. RIBERICO 1100 S. 10TH AVE SHERMAN, OR 97150
		PRELIMINARY 11/19/04			

**WARRANTY DEED**

The "Grantor" (whether one or more than one), Theo Ertl, as Trustee for the Jann Ertl Trust, under Trust dated January 25, 1964

whose legal address is 229 Terry Street, Longmont, CO 80501

of the Colorado County of Boulder and State of Colorado, for the consideration of

Ten Dollars and other good and valuable consideration ----- DOLLARS, (\$ 10.00 ), in hand paid, hereby sells and conveys to Jann Ertl

(whether one or more than one), the "Grantee", whose legal address is 11595 Quail Drive, Longmont, CO 80501 of the County of Boulder and State of Colorado, the following real property in the County of Garfield and State of Colorado, to wit:

- Township 6 South, Range 93 West, 6th P.M.
- Section 19: Lot 1, except a tract 460' X 460' located in the SE corner of the NW4NW4
- Township 6 South, Range 94 West, 6th P.M.
- Section 13: A 13.10 Acre tract in the SE4SE4
- Section 24: Lot 1 and the SE4NE4

also known by street address as: NA and assessor's schedule or parcel number: 217524100032

with all its appurtenances, and warrants the title to the same, subject to NA

Signed this July day of 20<sup>th</sup>, 2006.

*Theo Ertl, Trustee*

\*Insert "City and" where applicable.

return to -

bp

432

STATE OF COLORADO

County of Boulder

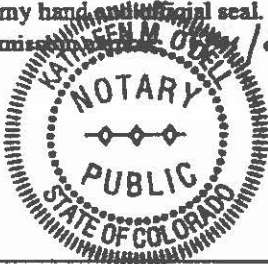
} ss.

The foregoing instrument was acknowledged before me this  
by

20 day of July, 2006

Witness my hand and official seal.

My commission expires 12/31/2009



Kathleen M. O'Dell  
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

Please  
return  
To —

Recorded at 4:04 o'clock P.M. FEB 03 1988  
Reception No. 389431 Medical Building Recorder.

WARRANTY DEED

BOOK 728 PAGE 606

THIS DEED, Made this 2nd day of February  
19 88, between JANN ERTL  
of the --- County of Mesa and State of  
Colorado, grantor, and THEO ERTL as Trustee for the JANN ERTL TRUST  
under Trust dated January 25, 1964

GARFIELD  
FEB 03 1988  
State Doc. Fee  
\$ 10.00

whose legal address is 3000 Youngfield, Suite 364  
Lakewood, Colorado 80215  
of the --- County of Jefferson and State of Colorado, grantor:

WITNESSETH That the grantor for and in consideration of the sum of  
--- One Hundred Thousand and no/100 --- DOLLARS,  
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, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the  
--- County of Garfield and State of Colorado described as follows:

Lot 1 and the Southeast One-Quarter of the Northeast One-Quarter (SE1/4NE1/4) of  
Section 24, Township 6 South, Range 94 West of the 6th P.M.

AND

Lot 1 (Part of the NW1/4 of the NW1/4) of Section 19, Township 6 South, Range  
93 West of the 6th P.M. EXCEPT a Parcel of land 460 square feet in the  
Southeast corner thereof as described in deed recorded in Book 185 at Page 266.

as known by street and number as:

TOGETHER with all and singular the benefits and appurtenances thereto 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, either in law or equity, of, in and to the above bargained premises, with the benefits and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns  
forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and  
assigns, that at the time of the executing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute  
and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same  
in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,  
encumbrances and restrictions of whatever kind or nature aforesaid, except U. S. Patent reservations, Oil and Gas  
Leases and restrictions, of record and easements and rights of way of record or  
of an apparent nature and except general taxes and assessments for the year  
1987 and subsequent years

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee,  
his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural,  
the plural the singular, and the use of any gender shall be applicable to all genders.

BY WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.  
Jann Ertl  
Jann Ertl

STATE OF COLORADO  
County of Garfield }

The foregoing instrument was acknowledged before me this 2nd day of February, 19 88  
by Jann Ertl

My commission expires 4-29-90, 19

Witness my hand and official seal.  
Rose Marie Shank  
Notary Public  
400 7th Street South #1000  
Rifle, Colorado 81650



Disc. Fee \$11.00

HOLY CROSS ENERGY  
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

ROY COOMBS AND RHONDA COOMBS

(hereinafter called "Grantors"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Box 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Garfield, State of Colorado, described as follows: A parcel of land situate in Section 19, Township 6 South, Range 93 West of the 6<sup>th</sup> P.M., as more fully described in Book 1375 at Page 873 in the records of the Garfield County Clerk and Recorder's Office, Glenwood Springs, Colorado.

And, to construct, reconstruct, enlarge, operate, maintain and remove an electric transmission or distribution line or system, within the above mentioned lands, upon an easement described as follows:

An easement thirty (30) feet in width, the centerline for said easement being an overhead power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to (1) install down guys with anchors within thirty-five (35) feet of any pole located on the above described easement, and (2) install additional poles, down guys with anchors, overhead conductors and/or related facilities within the above described easement at any time in the future.

And, in addition, Grantors hereby grants to Grantee, and to its successors and assigns, the right to clear all trees and brush, by machine work or otherwise, within said easement, and the further right to cut trees, even though outside of said easement, which are tall enough to strike the wires in falling.

Grantors agree that the surface of the ground will not be changed nor will any other alteration be made within the boundaries of the easement which would violate National Electrical Safety Code requirements for minimum clearance from the power line conductors.


Grantors agree that all poles, wire and other facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

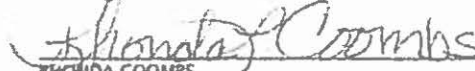
Grantors covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following: All those of Record.

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantors have caused these presents to be duly executed on this 18<sup>th</sup> day of Nov., 2013.

The Individuals signing this Holy Cross Energy Right-of-Way Easement hereby represent that they have full power and authority to sign, execute, and deliver this instrument.

  
\_\_\_\_\_  
ROY COOMBS

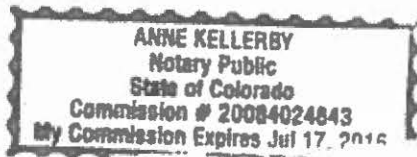
  
\_\_\_\_\_  
RHONDA COOMBS

STATE OF Colorado  
COUNTY OF Garfield ) ss.

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2013, by  
ROY COOMBS AND RHONDA COOMBS as Owners.  
WITNESS my hand and official seal.  
My commission expires:

  
\_\_\_\_\_  
Notary Public

Address: 450 Airport Rd  
Rifle CO 81650



FAX 720-294-1344

HOLY CROSS ENERGY  
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

JANN ERTL

hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Box 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Garfield, State of Colorado, described as follows: A parcel of land situate in Section 24, Township 6 South, Range 93 West and Section 19, Township 6 South, Range 93 West of the 6" P.M., as more fully described in Reception No. 705758 in the records of the Garfield County Clerk and Recorder's Office, Glenwood Springs, Colorado.

And, to construct, reconstruct, enlarge, operate, maintain and remove an electric transmission or distribution line or system, within the above mentioned lands, upon an easement described as follows:

An easement thirty (30) feet in width, the centerline for said easement being an overhead power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to (1) install down guys with anchors within thirty five (35) feet of any pole located on the above described easement, and (2) install additional poles, down guys with anchors, overhead conductors and/or related facilities within the above described easement at any time in the future.

And, in addition, Grantor hereby grants to Grantee, and to its successors and assigns, the right to clear all trees and brush, by machine work or otherwise, within said easement, and the further right to cut trees, even though outside of said easement, which are tall enough to strike the wires in falling.

Grantor agrees that the surface of the ground will not be changed nor will any other alteration be made within the boundaries of the easement which would violate National Electrical Safety Code requirements for minimum clearance from the power line conductors.

Grantor agrees that all poles, wire and other facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that he/she is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following: All those of Record.

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this 13 day of November, 2013

The individual signing this Holy Cross Energy Right-of Way Easement hereby represents that he/she has full power and authority to sign, execute, and deliver this instrument

Jann Ertl  
JANNERTL

STATE OF Colorado  
COUNTY OF Boulder, ss.

The foregoing instrument was acknowledged before me this 13 day of November, 2013, by JANN ERTL as Owner.

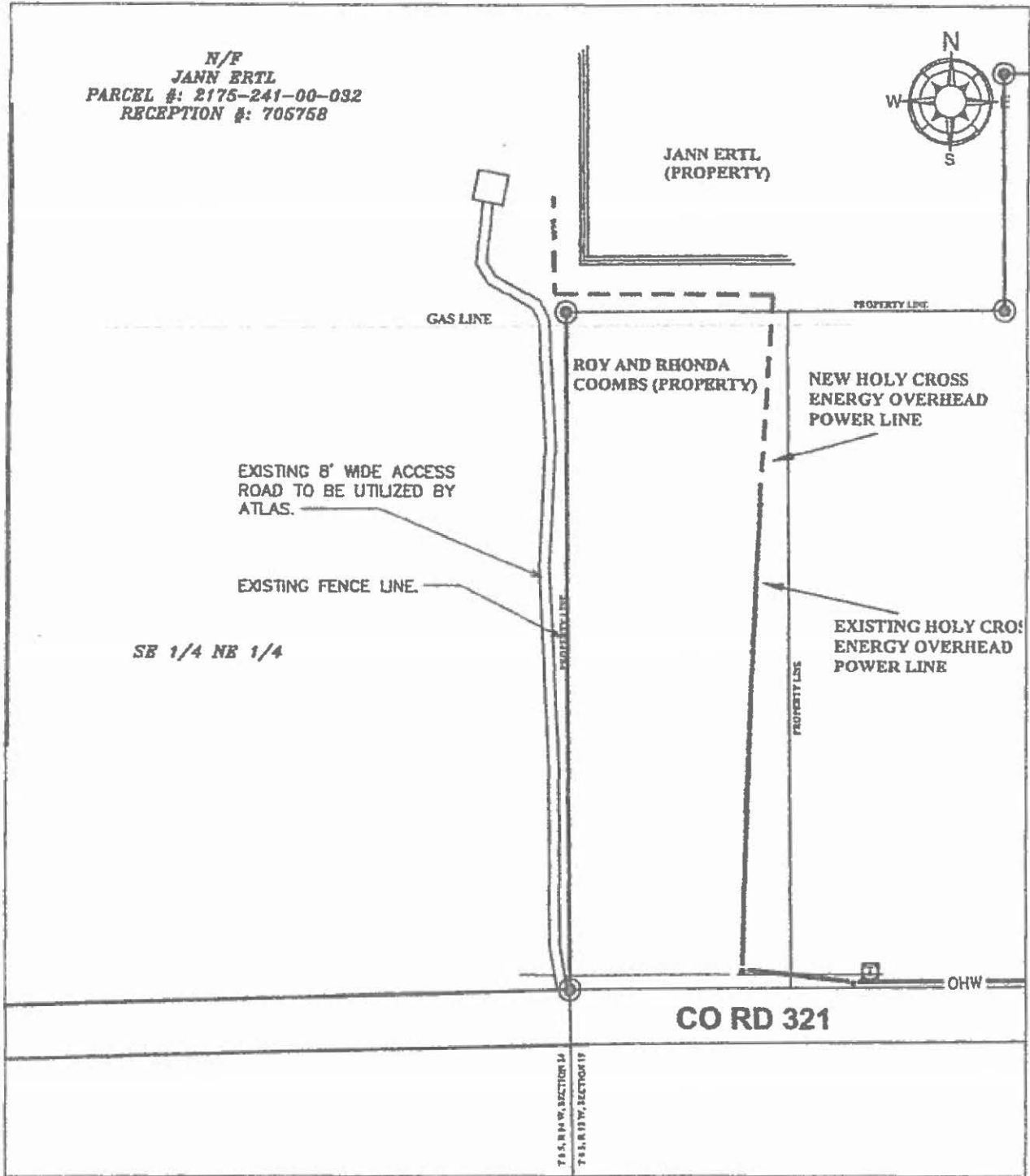
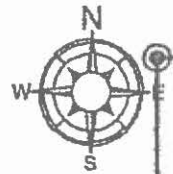
WITNESS my hand and official seal  
My commission expires: 12/21/2016

Patricia M. Holohan  
Notary Public  
Address 1770 S. Hoover St.  
Longmont CO 80501

PATRICIA M. HOLOHAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124082301  
MY COMMISSION EXPIRES 12/21/2016



N/F  
 JANN ERTL  
 PARCEL #: 2175-241-00-032  
 RECEPTION #: 705758



Section 19 Township 6 South Range 93 West of the 6th P.M.  
 Job Name: TAUGHENBAUGH MESA ATLAS TOWER

GARFIELD County  
 W/O #: 21909

Holy Cross Energy Glenwood Springs, Colorado	NOT TO SCALE FACILITY LOCATIONS APPROXIMATE	Date 11-5-13	<b>EXHIBIT A</b>
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**LANDLORD:**

Jann Ertl  
1130 Francis Street  
Longmont, Colorado  
80501

**TENANT:**

Atlas Tower USA, LLC  
283 Columbine St.  
PMB #33  
Denver, CO 80206

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT ("Lease")** is made this 10th day of February, 2012 by and between Jann Ertl (the "Landlord"), whose address is 1130 Francis Street, Longmont, CO 80501, and Atlas Tower USA, LLC (the "Tenant"), whose address is 283 Columbine St., PMB #33, Denver, CO 80206.

**WHEREAS**, the Landlord owns certain real property located in the County of Garfield, in the State of Colorado, that is more particularly described or depicted in attached Exhibit 1 (the "Property"); and,

**WHEREAS**, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached Exhibit 2 (the "Premises").

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

**1. RIGHT TO LEASE.**

(a) Landlord grants to Tenant the right to lease a portion of the Property measuring approximately 40' X 60' (2400 SF) square feet as described in attached Exhibit 2, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described in the attached Exhibit 2 (collectively, the "Premises").

(b) From and after the date of this signed Agreement, for a period of eighteen months (the "Testing Period"), and at any time during the term of this Agreement, 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 or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, 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, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. 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 inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), 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.

(c) During the Initial Testing Period and any extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence the Agreement during the Initial Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

**2. TERM.**

(a) This Lease shall commence on date Tenant begins construction at the site (the "Commencement Date"), which shall be confirmed in writing from Tenant to Landlord. Unless extended or sooner terminated as herein provided, the term shall be for a period of one hundred twenty (120) months following the Commencement Date ("Initial Term").

(b) Tenant shall have the option to extend the term of this Lease for four (4) successive additional periods of 60 months each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless Tenant

delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

3. **RENT.** Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of Six hundred Dollars [REDACTED] ("Rent"), at the address set forth above on or before the fifth (5<sup>th</sup>) day of each calendar month. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date. Beginning with the 1<sup>st</sup> day of the 1<sup>st</sup> month of the 1<sup>st</sup> renewal term, the annual rental shall increase by [REDACTED] and increase by the same amount each of the following three (3) renewal terms.

4. **TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against 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. In the event that Landlord fails to pay when due any taxes affecting the Premises or the Easement, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Tenant shall have the right to protest the amount of any taxes with any applicable taxing authority and Landlord shall reimburse to Tenant that amount of any reduction in taxes resulting from such protest.

5. **USE.**

(a) Tenant may use the Premises for the purpose of erecting, installing, operating and maintaining radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, and related equipment and for any other lawful purpose. Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, in Tenant's sole opinion, interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

(b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may interfere with or fall upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. In the event that the tower to be constructed by Tenant on the Premises is a guyed tower, Landlord also grants Tenant an easement in, over, across and through Landlord's real property for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors. Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises are no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease Agreement upon One (1) years written notice to Landlord.

6. **ACCESS AND UTILITIES.** Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including wires, poles, 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. 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 easement for the purposes described above.

**7. EQUIPMENT, FIXTURES AND SIGNS.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant 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. Tenant shall restore leased property to its original condition on or before 180 days of leasehold termination. Monthly Rental shall be paid until such restoration is complete.

**8. ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

**9. WARRANTIES AND REPRESENTATIONS.**

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, 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 set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.

(b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

(c) Landlord does hereby authorize Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Landlord understands that any such applications and/or the satisfaction of any requirements thereof may require Landlord's cooperation, which Landlord hereby agrees to provide.

(d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on 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 proper zoning approvals required to use and maintain the Premises and the tower site.

(e) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless Tenant, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property except to the extent such presence was caused by Tenant.

(f) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements.

(g) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises.

The Premises abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided by, paved public right-of-way with adequate curb cuts available.

(h) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: 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 Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

(i) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, guy wires or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.

(j) Landlord hereby agrees to indemnify, defend, and hold harmless Tenant and its officers, directors, shareholders, agents, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Landlord of any representation, warranty, or covenant of Landlord contained herein or in any agreement executed pursuant hereto.

**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 the term set forth herein, 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.** The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. 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 claim or liability.

## **12. WAIVERS**

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the tower 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 LEASE.

## **13. INSURANCE.**

(a) 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 \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations 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 where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

(b) Landlord shall carry, at no cost to Tenant, general property fire, hazard and casualty insurance appropriate for Landlord's improvements on Landlord's Property, and in such amounts to cause the replacement/restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

14. **INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's communications facilities, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.

15. **RIGHT OF FIRST REFUSAL.** If during the term of this Lease, as might be renewed or extended, the Landlord shall have received a bona fide arm's length offer to purchase the Premises from any third party (the "Transferee"), the Landlord shall serve a notice (the "Transfer Notice") upon the Tenant. The Transfer Notice shall set forth the exact terms of the offer so received, together with a copy of such offer, and shall state the desire of the Landlord to sell the Premises on such terms and conditions. Thereafter, the Tenant shall have the right and option to purchase the Premises at the price and upon the terms and conditions specified in the offer (the "Offer"). If the Tenant desires to exercise its option, it shall give notice (the "Counternotice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing of the purchase and sale of the Premises pursuant to this option shall occur at the time set forth in the Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offers.

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 its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, guy anchors, guy wires, and related improvements.

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, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

18. **CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the 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 the 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, and in no event shall the Lease be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Lender.

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, including the right to terminate this Lease. In the event Landlord elects to terminate this Lease due to a default by Tenant, it shall continue to honor all sublicense commitments made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Lease.

**21. ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or 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 reasonable attorney's 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 attorney's fees and disbursements shall be included in and as a part of such judgment.

**22. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease 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, superceded and replaced by the terms hereof.

**23. LENDER'S CONTINUATION RIGHTS.**

a) Landlord agrees to recognize the leases/licenses of all subtenants and sublicensees 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 sublicensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or sublicensee 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 reasonable efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee'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 the Lease and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's Lender (as hereinafter defined) 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 the terms of the Lease, within fifteen days after the occurrence thereof, at such address as is specified by Lender. Landlord further agrees that no default under the Lease 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 the Lease, Lender shall have the right, to the same extent, for the same period and with the same effect, as the Tenant, plus an additional ninety days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by the Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Lender the foregoing notice and periods to cure any default or breach under the Lease.

d) Landlord hereby (i) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to the Lease to the lien and security interest of Lender in the collateral securing all indebtedness at any time owed by Tenant to the Lender (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Lender or the Lease, Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of the Landlord's lien and security interest.

e) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under the Lease.

f) During the term of this Lease, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Premises (an "Encumbrance") without the prior written consent of Tenant; provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Premises to a first mortgage lien if its lender shall agree for itself and its lender, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant: (1) to be bound by the terms of this Lease; (2) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; and (3) not to join Tenant as a party defendant in any such foreclosure proceeding taken by it. With regard to any existing Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the holder thereof to execute a customary *Subordination Non-Disturbance and Attornment Agreement* providing to Tenant the rights afforded to Tenant above with regard to future first mortgage liens.

**24. NOTICE/RIGHTS TO CURE.** Supplementing the provisions of Section 22 hereof:

a) The Tenant shall have the right from time to time to mortgage or otherwise encumber the Tenant's interest in this Lease; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If the Tenant shall so mortgage (each a "Mortgage") the Tenant's interest in this Lease to a lender (such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "Lender"), the Tenant or such Lender shall give the Landlord prompt notice of such Mortgage and furnish the Landlord with a complete and correct copy of such Mortgage, certified as such by the Tenant or such Lender, together with the name and address of such Lender. After receipt of the foregoing, the Landlord shall give to such Lender, at the address of such Lender set forth in such notice, and otherwise in the manner provided by Section 26 of this Lease, a copy of each notice of default hereunder at the same time as, and whenever, any such notice of default shall thereafter be given by the Landlord to the Tenant, and no such notice of default by the Landlord shall be deemed to have been duly given to the Tenant unless and until a copy thereof shall have been so given to Lender. Notices to Lender under this Section 23 shall be deemed given on the date received by Lender. Lender (i) shall thereupon have a period of ninety (90) days more than given to the Tenant in each instance in the case of a default in the payment of rent and in the case of any other default, for remedying the default or causing the same to be remedied; provided, however, if any non-rent default is not capable of remedy by Lender within such ninety (90) day period, Lender shall have such ninety (90) day period to commence curing the default and such greater period of time as is necessary to complete same with due diligence, and (ii) shall, within such periods and otherwise as herein provided, have the right to remedy such default or cause the same to be remedied. The Landlord shall accept performance by a Lender of any covenant, condition or agreement on the Tenant's part to be performed hereunder with the same force and effect as though performed by the Tenant. Notwithstanding anything to the contrary contained herein, if the default is of such a nature that it cannot be cured by Lender (for example, the bankruptcy of the Tenant), such event shall not be a default under this Lease.

b) Notwithstanding any of the provisions of this Lease to the contrary, no default by the Tenant shall be deemed to exist as long as Lender within the periods set forth in paragraph (a) above shall have delivered to the Landlord its written agreement to take the action described in clause (i) or (ii) herein and thereafter, in good faith, shall have commenced promptly either (1) to cure the default and to prosecute the same to completion, or (2) if possession of the Premises is required in order to cure the default, to institute foreclosure proceedings and obtain possession directly or through a receiver, and to prosecute such proceedings with diligence and continuity and, upon obtaining such possession, commence promptly to cure the default and to prosecute the same to completion with diligence and continuity, provided that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of the Tenant under this Lease, to the extent they are reasonably susceptible to being performed by Lender, are being performed. However, at any time after the delivery of the aforementioned agreement, Lender may notify the Landlord, in writing, that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued or will discontinue them, and in such event, Lender shall have no further liability under such agreement from and after the date it delivers such notice to the Landlord, and, thereupon, the Landlord shall have the unrestricted right to terminate this Lease and to take any other action it deems appropriate by reason of any default, and upon any such termination the provisions of Section 24 below shall apply. Notwithstanding anything to the contrary contained herein, provided such Lender shall have otherwise complied with the provisions of this Section 23, such Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender.

c) Except as provided in Section 23(a) above, no Lender shall become liable under the provisions of this Lease or any lease executed pursuant to Section 24 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate credited hereby or thereby. This Lease shall not be amended or modified without the consent of any Lender which has delivered the notice provided for in Section 23(a) hereof. In the event that a Lender shall become the owner of such leasehold estate, such Lender shall not be bound by any modification or amendment of the Lease made subsequent to the date of the Mortgage and delivery to the Landlord of the notice provided in Section 23(a) hereof and prior to its acquisition of such interest unless Lender shall have consented to such modification or amendment at the time it was made or at the time of such acquisition.

## 25. RIGHT TO NEW LEASE.

a) In the case of termination of this Lease for any reason, or in the event this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, the Landlord shall give prompt notice thereof to a Lender whose name and address the Landlord has received pursuant to notice made in compliance with the provisions of Section 23(a), at the address of such Lender set forth in such notice, and otherwise in the manner provided by Section 26 of this Lease. The Landlord, on written request of such Lender made any time within thirty (30) days after the giving of such notice by the Landlord, shall promptly execute and deliver a new lease of the Premises 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 of this Lease) except for such provisions which must be modified to reflect such termination, rejection or



disaffirmance and the passage of time, provided that such Lender (i) shall pay to the Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease 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 the Landlord in connection with the default by the Tenant, the termination of this Lease and the preparation of the new lease, and (ii) shall cure all defaults existing under this Lease which are susceptible to being cured by such Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided such Lender shall have otherwise complied with the provisions of this Section 24, such Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of the Tenant).

b) Any such new lease and the leasehold estate thereby created shall, subject to the same conditions contained in this Lease, continue to maintain the same priority as this Lease with respect to any mortgage, including any fee mortgage, encumbering the Premises or any part thereof or any leasehold interest therein or any other lien, charge or encumbrance thereon whether or not the same shall then be in existence. Any new lease made pursuant to this Section 24 shall be accompanied by a conveyance of the Landlord's interest, if any, to the improvements on the land demised hereby (free of any mortgage or other lien, charge or encumbrance created or suffered to be created by the Landlord but not any mortgage or other lien, charge or encumbrance created or suffered to be created by the Tenant) for a term of years equal in duration to the term of the new lease as the same may be extended pursuant to the provisions of said new lease, subject, however, to any lease of such improvements theretofore made by the Tenant, as landlord, which is then in effect. Concurrently with the execution and delivery of such new lease, the Landlord shall assign to the tenant named therein all of its right, title and interest in and to moneys (including insurance and condemnation proceeds), if any, then held by or payable to the Landlord or any other depository which the Tenant would have been entitled to receive but for the termination of this Lease, and any sums then held by or payable to the Landlord or such depository shall, subject to the provisions of Section 25 hereof, be deemed to be held by or payable to it as the Landlord or depository under the new lease.

c) Upon the execution and delivery of a new lease under this Section 24, all subleases which theretofore have been assigned to, or made by, the Landlord shall be assigned and transferred, without recourse, by the Landlord to the tenant named in such new lease. Between the date of termination of this Lease and the date of execution of the new lease, if a Lender shall have requested such new lease as provided in Section 24(a), the Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) or enter into new subleases without the consent of Lender.

d) For so long as Lender shall have the right to enter into a new lease with the Landlord pursuant to this Section 25, the 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.

## 26. ADDITIONAL PROVISIONS.

a) The parties hereto agree that (1) the Tenant is in possession of the Premises notwithstanding the fact that the Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (2) the requirements of Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") with respect to the Tenant's possession of the leasehold under this Lease are satisfied. Accordingly, the right of the Tenant to remain in possession of the leasehold under this Lease shall continue notwithstanding any rejection of this Lease in any bankruptcy proceeding involving the Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Lease, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Lease. The provisions of this Section 25(a) are for the benefit of the 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 Lease.

b) The provisions of Sections 23, 24 and 25 hereof shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if Sections 23, 24 and 25 hereof were a separate and independent contract made by the Landlord, the Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Lease without hindrance by the Landlord. The aforesaid agreement of the Landlord to enter into a new lease with Lender shall be deemed a separate agreement between the Landlord and such Lender, separate and apart from this Lease as well as a part of this Lease, and shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

c) The Landlord shall have no right and expressly waives any right arising under applicable law, in and to the rentals payable to the Tenant under any lease of the improvements on the land demised hereunder, if any, which rentals may be assigned by the Tenant to Lender.

d) If a Mortgage is in effect, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by the Tenant, nor shall the Landlord accept any such termination or surrender of this

Lease by the Tenant, without the prior written consent of Lender and (ii) the Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Lender.

e) The provisions of Sections 23, 24 and 25 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 Lease.

f) This Lease may be assigned by the Tenant (and Lender if and when it becomes the tenant hereunder) and any space in any of the improvements on the Premises may be sublet by the Tenant (and Lender if and when it becomes the tenant hereunder), each without the consent of the Landlord.

g) This Lease shall have priority over all liens and encumbrances on the fee estate of the Landlord in the Premises or any improvements thereon, including mortgages on the fee estate which were executed prior to the execution of this Lease.

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

i) Lender shall have the right to participate in the adjustment of losses with any insurance company with respect to any damage or destruction of the Premises or any improvements thereon and such Lender shall have the right to supervise and control the receipt and disbursements of all insurance proceeds and shall be entitled to all insurance proceeds pursuant to the terms of the Mortgage, or as the case may be, pursuant to the terms of the loan documents secured by such Mortgage.

j) Notwithstanding anything to the contrary contained herein, in the event of any taking of all or any part of the Premises, Lender shall have the right to participate in any condemnation proceedings settlement discussions, shall have the right to supervise and control the receipt and disbursement of all condemnation awards and shall be entitled to all condemnation awards which are not used to restore the Premises to be applied to the reduction of the debt secured by the Mortgage; provided, however, that the Landlord shall be entitled to the balance of the award after payment of the debt secured by the Mortgage in full until the Landlord obtains the portion of the award to which it is entitled under this Lease prior to the insertion of this Section 25(j). In the event of a partial taking, this Lease shall continue and the rent provided in this Lease shall be reduced proportionately, from and after the date of such taking, based upon the percentage of land which is taken; provided, however, if the portion of the land taken is such that the Tenant cannot in its reasonable judgment economically continue its operations on the Premises, the Tenant, with the prior written consent of Lender, shall have the right to terminate this Lease. Upon a taking for a temporary period, this Lease shall continue and the entire award shall be payable to the Tenant, subject to the provisions of the Mortgage, or as the case may be, subject to the provisions of the loan documents secured by such Mortgage.

k) The right to extend or renew this Lease and any right of first refusal to purchase the Premises may be exercisable by the holder of a Mortgage and, before the expiration of any periods to exercise such a right, the 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.

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

m) Notwithstanding any provisions of this Lease to the contrary, so long as a Mortgage is in effect, the Tenant shall have no right to terminate the Lease with respect to any event unless the written approval of Lender holding a Mortgage on the leasehold estate is obtained, including, without limitation, the right to terminate in the event of any damage or condemnation.

**27. 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 parties at the address below, or to such other address that a party below may provide from time to time:

**If to Landlord:**

**Jann Ertl**  
**1130 Francis Street**  
**Longmont, CO 80501**

**If to Tenant:**

Atlas Tower USA, LLC  
283 Columbine St.  
PMB #33  
Denver, CO 80206

**28. 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 Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, 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 Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located.

(f) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease 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 this Lease may be recorded at Landlord or Tenant's option in the form as depicted in Exhibit 3 attached hereto and each party hereby agrees to execute such form promptly following request by the other.

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

***IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.***

**LANDLORD:**

By: Jann Ertl  
Name: Jann Ertl  
Title: Owner  
Date: 2/17/12

**TENANT:**

**Atlas Tower USA, LLC**

By: [Signature]  
Name: NATHAN FOSTER  
Title: PRESIDENT  
Date: 4-11-2012

**EXHIBIT 1**  
**Description of Parent Tract**

**N39° 30' 56.0"**

**W107° 49' 39.9"**

**AGL: 5717'**

**Survey and Legal description to be provided by The Tenant**

### EXHIBIT 3

Return to:  
Atlas Tower USA, LLC  
283 Columbine St.  
PMB #33  
Denver, CO 80206

#### FORM OF MEMORANDUM OF LEASE

This Memorandum of Lease evidences a Lease ("Lease") between ("Landlord") Jann Ertl, 1130 Francis Street., Longmont, CO 80501, and Atlas Tower USA, LLC a Colorado limited liability company, whose mailing address is 283 Columbine St., PMB #33, Denver, CO 80206 ("Tenant"), commencing on date Tenant begins construction at the site ("Commencement Date"), which shall be confirmed in writing from Tenant to Landlord, for certain real property ("Premises"), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby Leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for [a/an initial] term of twenty (20) years with 4 renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;
3. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;
4. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,
5. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.

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

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

**LANDLORD:**

By: Jann Ertl

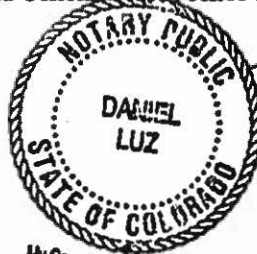
Name: Jann Ertl

Title: Owner

Date: February 6, 2012

On this 16 day of February, 2012, before me personally appeared Jann Ertl, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

WITNESS my hand and Official Seal at office this 16 day of February, 2012.



[Signature]  
Notary Public

My Commission Expires:  
3-25-2013

**SITE NAME:** RIFLE RULISON  
**PROJECT DESCRIPTION:** PROPOSED TELECOMMUNICATIONS FACILITY  
**TOWER TYPE:** 120' SELF-SUPPORT  
**SITE ADDRESS:** XXX COUNTY ROAD 321 RIFLE, CO 81650 (GARFIELD COUNTY)  
**ZONING JURISDICTION:** GARFIELD COUNTY  
**PARCEL NUMBER:** 2175-241-00-032  
**AREA OF CONSTRUCTION:** 3600 ± SQ. FT. (0.0826 ACRE) (LEASE AREA)  
**PRESENT OCCUPANCY TYPE:** OPEN FIELD  
**LEGAL DESCRIPTION:** SEC. 19, TOWN 6 SOUTH, RANGE 93 WEST, PART OF LOT 1

**PROJECT INFORMATION**

**LATITUDE** N 39° 30' 56.143" (NAD '83)"  
**LONGITUDE** W 107° 49' 39.718" (NAD '83)"  
**GROUND ELEVATION =** 5687.70' (NAVD '88)"

\* INFORMATION PROVIDED BY A 1A BY DAVID CLAUSEN LAND SURVEYING MARCH, 6 2012

**TOWER COORDINATES**



**LOCATION MAP**

FROM RIFLE, CO HEAD SOUTH ON CO-45 IN RAILROAD AVE. TOWARD W 6TH ST. CONTINUE TO FOLLOW CO-19 S. AT THE TRAFFIC CIRCLE, TAKE THE 1ST EXIT ONTO TANKERSBAUGH BLVD. TURN RIGHT ONTO 7TH STREET & CONTINUE ONTO CO RD 321. GARDEN LANE. TURN RIGHT ONTO CO RD 321. CONTINUE ONTO CO RD 321. AFTER APPROXIMATELY 1.8 MILES THE ACCESS ROAD TO THE SITE SHOULD BE ON YOUR RIGHT.

**DRIVING DIRECTIONS**

**ATLAS TOWER**

USA • INTERNATIONAL



**SITE NAME:**  
RIFLE RULISON

**XXX COUNTY ROAD 321  
RIFLE, CO 81650  
(GARFIELD COUNTY)**

CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING.  
 (888) 825-1287  
 811  
 Know what's below.  
 Call before you dig.

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

- INTERNATIONAL BUILDING CODE (2009 EDITION)
- INTERNATIONAL CODE COUNCIL ANSIFIA504-223-P
- NATIONAL ELECTRIC CODE (2009 EDITION, COLORADO ADMINISTRATION CODE)
- LOCAL BUILDING CODE
- CITY/COUNTY ORDINANCES

**CODE COMPLIANCE**

CONSTRUCTION OF A TELECOMMUNICATION FACILITY, CONSISTING OF ANTENNAS & ASSOCIATED APPURTENANCES ON A PROPOSED SELF-SUPPORT TOWER, FENCED COMPOUND, ACCESS ROAD, LANDSCAPING & SERVICE EQUIPMENT FOR FUTURE CARRIERS. NO WATER OR SEWER IS REQUIRED.

- FACILITY DESIGNED IN ACCORDANCE WITH GARFIELD COUNTY REGULATIONS.
- THIS IS AN UNMANNED FACILITY WHICH WILL NOT REQUIRE ANY WATER OR SEWER FACILITIES.
- TRAFFIC WILL CONSIST ONLY OF MAINTENANCE PERSONNEL, VISITING THE SITE APPROXIMATELY TWICE A MONTH.

**PROJECT DESCRIPTION & NOTES**

**SITE CONSTRUCTION MANAGER:**

**NAME:** WIBLUE, INC.  
**CONTACT:** TERRY ROWE  
**PHONE:** (303) 448-8866

**SITE APPLICANT:**

**NAME:** ATLAS TOWER USA, LLC  
**ADDRESS:** 4450 ARAPAHOE AVE, SUITE 100  
**CITY, STATE, ZIP:** BOULDER, CO 80303  
**CONTACT:** TERRY ROWE  
**PHONE:** (303) 448-8866

**ORIGINAL SURVEYOR:**

**NAME:** DAVID CLAUSEN LAND SURVEYING  
**ADDRESS:** 6100 CRESTONE ST  
**CITY, STATE, ZIP:** GOLDEN, CO 80403  
**CONTACT:** DAVID M. CLAUSEN, PLS  
**PHONE:** (720) 298-4385

**CIVIL ENGINEER:**

**NAME:** TOWER ENGINEERING PROFESSIONALS  
**ADDRESS:** 5545 W 56TH STREET, UNIT E  
**CITY, STATE, ZIP:** ARVADA, CO 80002  
**CONTACT:** NICHOLAS M. CONSTANTINE, P.E.  
**PHONE:** (318) 832-1175

**ELECTRICAL ENGINEER:**

**NAME:** TOWER ENGINEERING PROFESSIONALS  
**ADDRESS:** 5545 W 56TH STREET, UNIT E  
**CITY, STATE, ZIP:** ARVADA, CO 80002  
**CONTACT:** NICHOLAS M. CONSTANTINE, P.E.  
**PHONE:** (318) 832-1175

**PROPERTY OWNER:**

**NAME:** JANN ERTL  
**ADDRESS:** 1130 FRANCIS ST  
**CITY, STATE, ZIP:** LONGMONT, CO 80501  
**CONTACT:** JANN ERTL  
**PHONE:** UNKNOWN

**CONTACT INFORMATION**

**UTILITIES:**

**POWER COMPANY:** HOLY CROSS ENERGY  
**CONTACT:** JEFF FRANKS  
**PHONE:** (800) 895-8996  
**METERS:** 14253  
**POLE LOCATION:** 1670' DIRECT, 2040' ALONG ROW

**TELEPHONE COMPANY:** CENTURY LINK  
**CONTACT:** CUSTOMER SERVICE  
**PHONE:** (877) 365-9483  
**PEDESTAL #:** 8511  
**LOCATION:** 1670' DIRECT, 2040' ALONG ROW

SHEET	DESCRIPTION	REV
T1	TITLE SHEET	7
N1	GENERAL NOTES	4
C1A	PROPERTY PLAN	8
C1B	SITE PLAN	7
C2	TOWER ELEVATION	4
C3	COMPOUND DETAIL	4
C4	FENCE DETAILS	4
C5	SOIL & EROSION CONTROL PLAN	4
C6	DRIVEWAY DETAILS	4
E1	ELECTRICAL NOTES	4
E2	POWER PLAN	4
E3	TOWER GROUNDING PLAN	4
E4	GROUNDING DETAILS	4
E5	GROUNDING DETAILS	4

**INDEX OF SHEETS**

PLANS PREPARED BY:



**TOWER ENGINEERING PROFESSIONALS**  
 3703 JUNCTION BOULEVARD  
 RALEIGH, NC 27603-5263  
 OFFICE: (919) 661-6351  
 www.tppgroup.net

REV	DATE	ISSUED FOR:
7	01-27-14	CONSTRUCTION
6	12-10-13	CONSTRUCTION
5	11-15-13	CONSTRUCTION
4	10-22-13	CONSTRUCTION
3	10-16-13	PRELIMINARY
2	10-30-12	PRELIMINARY
1	07-20-12	PRELIMINARY
0	05-29-12	PRELIMINARY

DRAWN BY: MWE CHECKED BY: HMC

SEAL:



January 27, 2014

SEAL:

SHEET NUMBER: <b>T-1</b>	REVISION: <b>7</b> REP # 121264
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**GENERAL NOTES:**

1. ALL REFERENCES TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED ATLAS TOWER USA, LLC, OR ITS DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF COLORADO.
3. STRUCTURE IS DESIGNED IN ACCORDANCE WITH ANSI/TIA/EIA-222-F, 1996, FOR A 85 FASTEST MILE GUST WIND LOAD. THIS CONFORMS TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, 2009 EDITION. STRUCTURE IS LOCATED IN LARIMER COUNTY, A SPECIAL WIND AND ICE REGION. MANUFACTURER SHALL CONFIRM WIND AND ICE LOADING.
4. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2009 EDITION.
5. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
6. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
7. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
8. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
9. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR. CONTRACTOR SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
13. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
14. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
15. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN IT PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROFFOLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFTER MATERIAL SHALL BE REWORKED OR REPLACED.
16. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
17. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
18. ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

**STRUCTURAL STEEL NOTES:**

1. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, 13TH EDITION.
2. UNLESS OTHERWISE NOTED, ALL STRUCTURAL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
  - A. STRUCTURAL STEEL, ASTM DESIGNATION A36 OR A992
  - B. ALL BOLTS, ASTM A325 TYPE I GALVANIZED HIGH STRENGTH BOLTS.
  - C. ALL NUTS, ASTM A563 CARBON AND ALLOY STEEL NUTS.
  - D. ALL WASHERS, ASTM F436 HARDENED STEEL WASHERS.
3. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, LRFD, 3RD EDITION.
4. HOLES SHALL NOT BE FLAME CUT THRU STEEL UNLESS APPROVED BY THE ENGINEER.
5. HOT-DIP GALVANIZE ALL ITEMS ULESS OTHERWISE NOTED, AFTER FABRICATION WHERE PRACTICABLE. GALVANIZING ASTM A123, ASTM, A153/A153M OR ASTM A653/A653M, G90, AS APPLICABLE.
6. REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED, WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS IN STICK OR PASTED; SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WPE OFF EXCESS MATERIAL.
7. A NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL PROPOSED AND/OR REPLACED BOLTS.
8. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH TO EXCLUDE THE THREADS FROM THE SHEAR PLANE.
9. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED.
10. ALL ASSEMBLY AND ANCHOR BOLTS ARE TO BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN SECTION 8.1 OF THE AISC, "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS", DATED JUNE 30, 2004.
11. FLAT WASHERS ARE TO BE INSTALLED WITH BOLTS OVER SLOTTED HOLES.
12. DO NOT OVER TORQUE ASSEMBLY BOLTS. GALVANIZING ON BOLTS, NUTS, AND STEEL PARTS MAY ACT AS A LUBRICANT, THUS OVER TIGHTENING MAY OCCUR AND MAY CAUSE BOLTS TO CRACK AND SNAP OFF.
13. PAL NUTS ARE TO BE INSTALLED AFTER NUTS ARE TIGHT AND WITH EDGE LIP OUT. PAL NUTS ARE NOT REQUIRED WHEN SELF-LOCKING NUTS ARE PROVIDED.
14. GALVANIZED ASTM A325 BOLTS SHALL NOT BE REUSED.

PROJECT INFORMATION:  
**RIFLE RULISON**  
 XXX COUNTY ROAD 321  
 RIFLE, CO 81650  
 (GARFIELD COUNTY)

PLANS PREPARED FOR:  
  
 Office: (888) 609-9596

PLANS PREPARED FOR:  
**ATLAS TOWER**  
 4450 Arapahoe Ave, Suite 100  
 Boulder, CO 80303  
 Office: (888) 609-9596

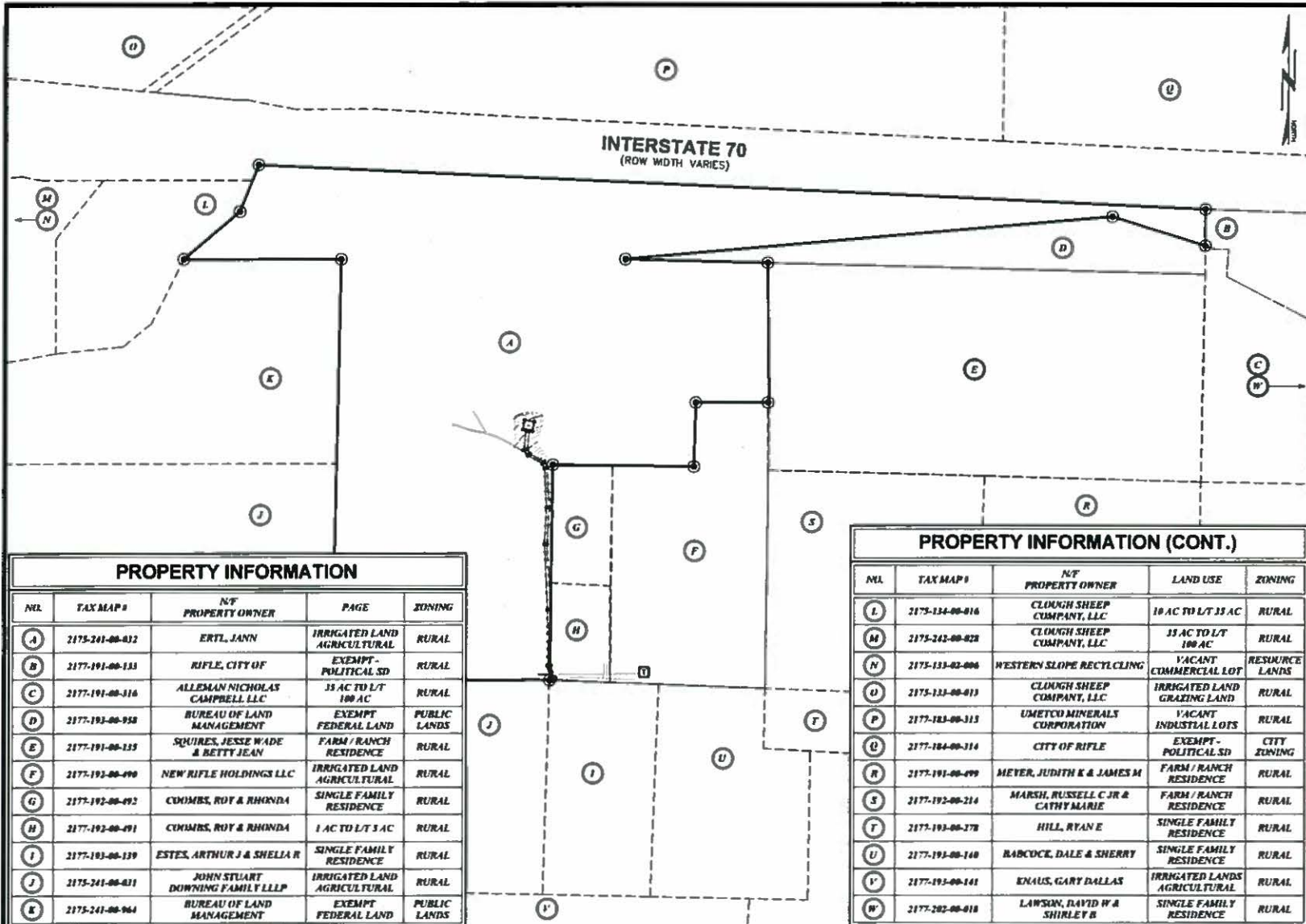
PLANS PREPARED BY:  
  
 3703 JUNCTION BOULEVARD  
 RALEIGH, NC 27603-0280  
 OFFICE: (919) 881-0351  
 www.hoggepp.com

SEAL:  
  
 OCTOBER 22, 2013

4	10-22-13	CONSTRUCTION
3	10-16-13	PRELIMINARY
REV	DATE	ISSUED FOR:
DRAWN BY: AHS		CHECKED BY: INAC

SHEET TITLE:  
**GENERAL NOTES**

SHEET NUMBER: <b>N-1</b>	REVISION: <b>4</b> TEP # 121264
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**PROJECT INFORMATION:**  
**RIFLE RULISON**  
 XXX COUNTY ROAD 321  
 RIFLE, CO 81650  
 (GARFIELD COUNTY)

**PLANS PREPARED FOR:**  
  
 Office: (888) 609-9596

**PLANS PREPARED FOR:**  
**ATLAS TOWER**  
100% OWNERSHIP  
 4450 Arapahoe Ave, Suite 100  
 Boulder, CO 80303  
 Office: (888) 609-9596

**PLANS PREPARED BY:**  
  
**TOWER ENGINEERING PROFESSIONALS**  
 3703 JUNCTION BOULEVARD  
 RALEIGH, NC 27603-5203  
 OFFICE: (919) 961-4311  
 www.tppgroup.net

SEAL:  
  
 November 15, 2013

5	11-15-13	CONSTRUCTION
4	10-22-13	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: AFS CHECKED BY: HBC

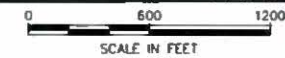
SHEET TITLE:  
**PROPERTY PLAN**

SHEET NUMBER: **C-1A** REVISION: **5**  
 TEP # 121264

PROPERTY INFORMATION				
N/L	TAX MAP #	N/T PROPERTY OWNER	PAGE	ZONING
A	2175-241-00-032	ERTL, JANN	IRRIGATED LAND AGRICULTURAL	RURAL
B	2177-191-00-133	RIFLE, CITY OF	EXEMPT-POLITICAL SD	RURAL
C	2177-191-00-316	ALLEMAN NICHOLAS CAMPBELL LLC	33 AC TO L/T 100 AC	RURAL
D	2177-193-00-958	BUREAU OF LAND MANAGEMENT	EXEMPT FEDERAL LAND	PUBLIC LANDS
E	2177-191-00-133	SQUIRES, JESSE WADE & BETTY JEAN	FARM / RANCH RESIDENCE	RURAL
F	2177-193-00-490	NEW RIFLE HOLDINGS LLC	IRRIGATED LAND AGRICULTURAL	RURAL
G	2177-192-00-492	COUMBS, ROY & RHONDA	SINGLE FAMILY RESIDENCE	RURAL
H	2177-192-00-491	COUMBS, ROY & RHONDA	1 AC TO L/T 3 AC	RURAL
I	2177-193-00-139	ESTES, ARTHUR J & SHELLA R	SINGLE FAMILY RESIDENCE	RURAL
J	2175-241-00-031	JOHN STUART DOWNING FAMILY LLLP	IRRIGATED LAND AGRICULTURAL	RURAL
K	2175-241-00-964	BUREAU OF LAND MANAGEMENT	EXEMPT FEDERAL LAND	PUBLIC LANDS

PROPERTY INFORMATION (CONT.)				
N/L	TAX MAP #	N/T PROPERTY OWNER	LAND USE	ZONING
L	2175-134-00-016	CLOUGH SHEEP COMPANY, LLC	10 AC TO L/T 33 AC	RURAL
M	2175-243-00-022	CLOUGH SHEEP COMPANY, LLC	33 AC TO L/T 100 AC	RURAL
N	2175-133-02-006	WESTERY SLOPE RECYCLING	VACANT COMMERCIAL LOT	RESOURCE LANDS
O	2175-133-00-013	CLOUGH SHEEP COMPANY, LLC	IRRIGATED LAND GRAZING LAND	RURAL
P	2177-183-00-313	UMETCO MINERALS CORPORATION	VACANT INDUSTRIAL LOTS	RURAL
Q	2177-184-00-314	CITY OF RIFLE	EXEMPT-POLITICAL SD	CITY ZONING
R	2177-191-00-499	MEYER, JUDITH K & JAMES M	FARM / RANCH RESIDENCE	RURAL
S	2177-192-00-214	MARSH, RUSSELL C JR & CATHY MARIE	FARM / RANCH RESIDENCE	RURAL
T	2177-193-00-278	HILL, RYAN E	SINGLE FAMILY RESIDENCE	RURAL
U	2177-193-00-140	BABCOCK, DALE & SHERRY	SINGLE FAMILY RESIDENCE	RURAL
V	2177-193-00-141	ENNAUS, GARY DALLAS	IRRIGATED LANDS AGRICULTURAL	RURAL
W	2177-202-00-018	LAWSON, DAVID W & SHIRLEY B	SINGLE FAMILY RESIDENCE	RURAL

**PROPERTY PLAN**  
 SCALE: 1" = 600'



### LEGAL DESCRIPTION

A PARCEL OF LAND FOR THE PURPOSE OF A TELECOMMUNICATIONS EQUIPMENT LEASE AREA, SITUATE WITHIN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 94 WEST, 6TH PRINCIPAL MERIDIAN, AND COMPRISING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED AUGUST 31, 2006 AT RECEPTION NO. 70578, RECORDS OF GARFIELD COUNTY, COLORADO, SAID LEASE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 3" ALUMINUM CAP STAMPED "PLS 31143, 2002" FOUND FOR THE NORTH 1/16TH CORNER COMMON TO SECTIONS 24 AND 19; FROM WHICH POINT THE EAST 1/4 CORNER OF SAID SECTION 24 BEARS, S 00°23'32" E, A DISTANCE OF 1324.50 FEET; THENCE, N 31°22'23" W, A DISTANCE OF 242.78 FEET TO THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE LEASE PARCEL HEREIN DESCRIBED;  
 THENCE, N 79°15'41" W, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER;  
 THENCE, N 10°44'19" E, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER;  
 THENCE, S 79°15'41" E, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER;  
 THENCE, S 10°44'19" W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,600 SQUARE FEET.

N/T  
 JANN RYTL  
 PARCEL #: 2175-241-00-032  
 RECEPTION #: 70578  
 SECTION 18, TOWNSHIP 6 S., RANGE 94 W  
 PART OF LOT 1

### LEGEND

- PARENT PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- ⊗ EXIST. ELECTRIC METER
- ⊕ EXIST. UTILITY POLE
- ⊠ EXIST. TELCO PEDESTAL
- ⊞ EXIST. TRANSFORMER
- ⊙ PROPERTY CORNER
- LEASE CORNER
- - - 200' EXIST. CONTOUR LINE
- /// EDGE OF PAVEMENT
- - - OHW - - - OVERHEAD WIRE
- - - R/W - - - RIGHT-OF-WAY
- x - CHAIN LINK FENCE

### BUILDING SETBACKS

PROP LINE	REQUIRED	PROPOSED
FRONT	*50'	148.5'±
SIDE	*50'	1071'±
REAR	*25'	247'±

EXISTING GAS PIPELINES.  
 APPROXIMATE LOCATION  
 PROVIDED BY ULOC.

EXISTING UNDERGROUND  
 GAS LINES. CONTRACTOR  
 TO VERIFY LOCATION PRIOR  
 TO STARTING CONSTRUCTION

PROPOSED 20' WIDE UTILITY  
 EASEMENT BY ATLAS

EXISTING 8' WIDE ACCESS  
 ROAD TO BE UTILIZED BY  
 ATLAS.

EXISTING FENCE LINE.

SE 1/4 NE 1/4

PROPOSED 120' SELF  
 SUPPORT TOWER BY ATLAS.  
 SEE SHEET C-2 FOR  
 ELEVATION.

PROPOSED 60'x60' ATLAS  
 TOWER LEASE AREA.

PROPOSED 59'x59' ATLAS  
 COMPOUND. SEE DETAILS ON  
 SHEET C-3.

EXISTING GAS PIPELINES  
 OWNED BY ENCAHA CORP.  
 APPROXIMATE LOCATION  
 PROVIDED BY ENCAHA  
 CORP.

### CONSTRUCTION SCHEDULE:

- ACCESS ROAD INSTALLATION (1/2 MILE ±): (4) DAYS
- SITE STABILIZATION/CRADING/SOIL EROSION & CONTROL INSTALLATION: (1) DAY
- TOWER/SHELTER FOUNDATION INSTALLATION/GROUNDING SYSTEM INSTALLATION: (5) DAYS
- STACKING TOWER (100'-150'): (3) DAYS
- HANGING ANTENNAS/COAX: (2) DAYS
- GRAVEL/FENCE INSTALLATION: (1) DAY

TOTAL CONSTRUCTION TIME (MULTIPLE MOBILIZATIONS/SEPARATE CREWS): (4-5) WEEKS

### NOTES:

- THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (COSPCS NAD 83).
- VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
- ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
- PREFERRED UTILITY ROUTE TO UTILIZE EXISTING EASEMENT ON ADJACENT PROPERTY, TO MINIMIZE IMPACT OF CONSTRUCTION. IF ROUTE CANNOT BE SECURED THEN THE UTILITIES WILL BE RUN ALONG EXISTING ACCESS ROAD ON THE PARENT PROPERTY WITHIN THE PROPOSED 20' WIDE EASEMENT ROUTING METHOD TO BE DETERMINED BY HOLY CROSS ENERGY.
- EXISTING GAS PIPELINES ARE SHOWN IN APPROXIMATE LOCATION BASED ON INFORMATION PROVIDED TO TEP BY ULOC AND THE ENCAHA CORPORATION.

CO RD 321  
 (ROW WIDTH UNKNOWN)



### SITE PLAN

SCALE: 1" = 300'

#### PROJECT INFORMATION:

### RIFLE RULISON

XXX COUNTY ROAD 321  
 RIFLE, CO 81650  
 (GARFIELD COUNTY)

#### PLANS PREPARED FOR:



Office: (888) 609-9596

#### PLANS PREPARED FOR:



4450 Arapahoe Ave. Suite 100  
 Boulder, CO 80303  
 Office: (888) 609-9596

#### PLANS PREPARED BY:



3703 JUNCTION BOULEVARD  
 RALEIGH, NC 27603-5283  
 OFFICE: (919) 881-4351  
 www.tepprop.com

#### SEAL



January 27, 2014

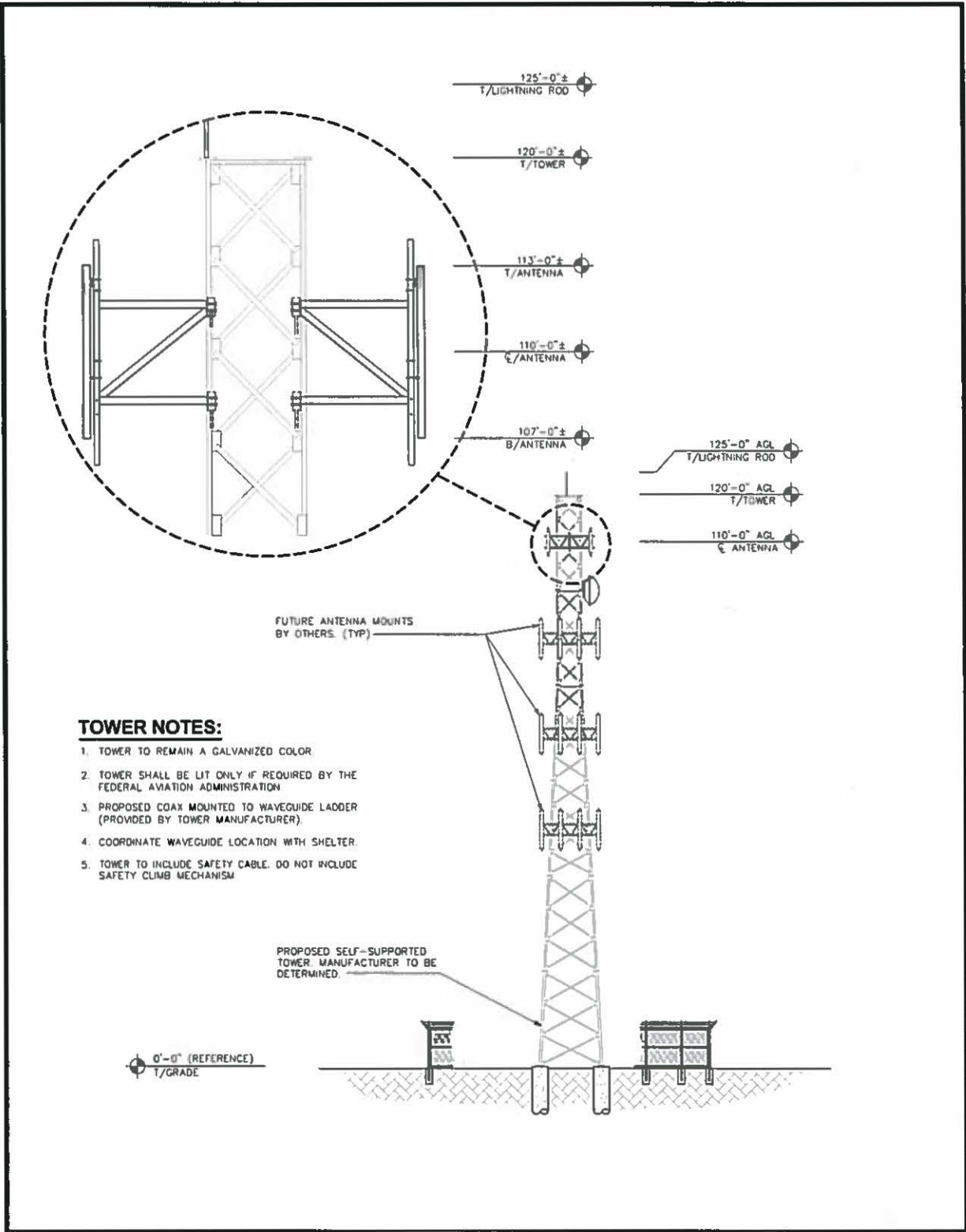
7	01-27-14	CONSTRUCTION
6	12-10-13	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: MMB CHECKED BY: TMC

SHEET TITLE:

### SITE PLAN

SHEET NUMBER:	REVISION:
<b>C-1B</b>	<b>7</b>
	TEP #: 121264

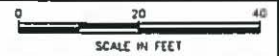


**TOWER NOTES:**

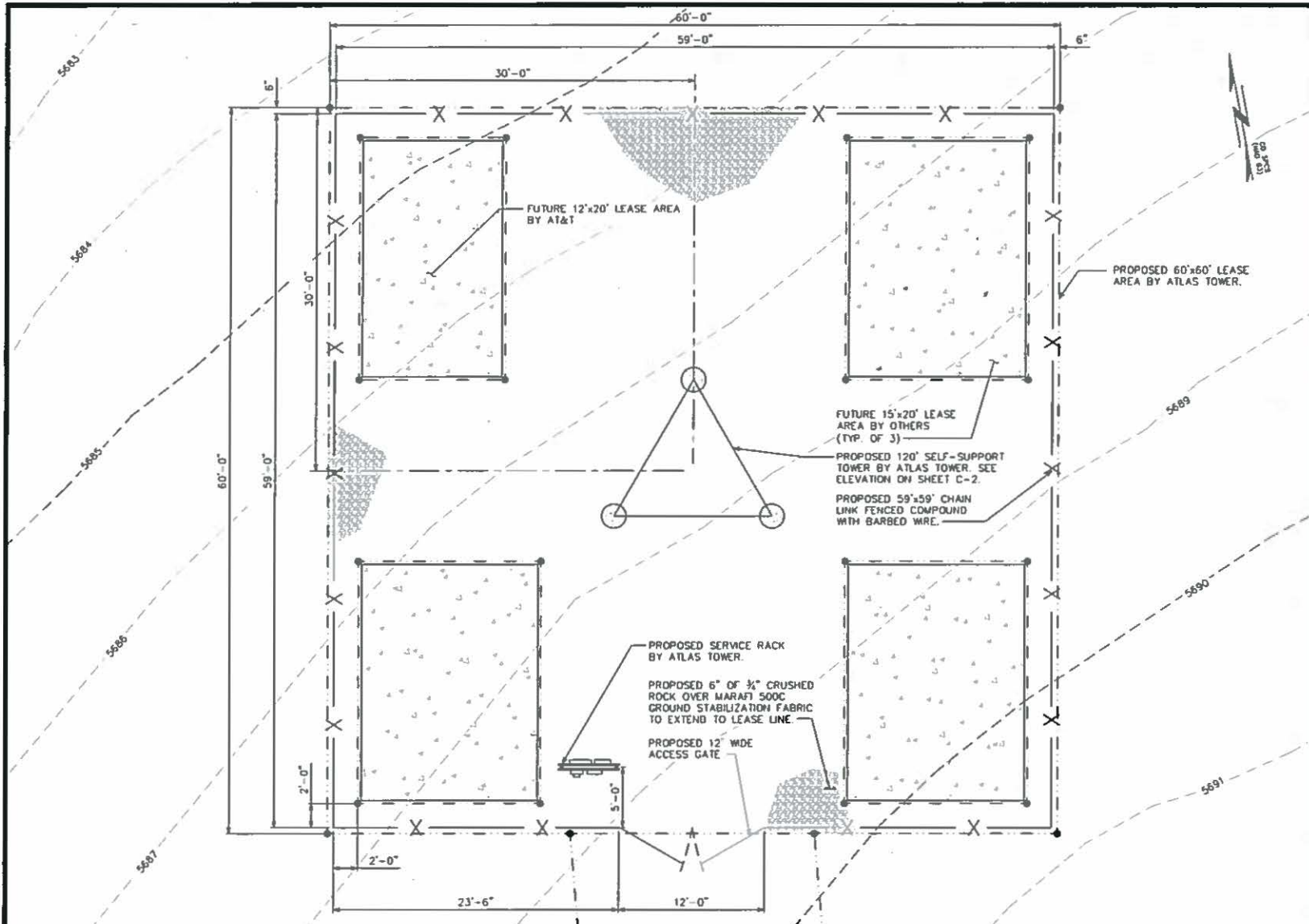
1. TOWER TO REMAIN A GALVANIZED COLOR.
2. TOWER SHALL BE LIT ONLY IF REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION
3. PROPOSED COAX MOUNTED TO WAVEGUIDE LADDER (PROVIDED BY TOWER MANUFACTURER).
4. COORDINATE WAVEGUIDE LOCATION WITH SHELTER.
5. TOWER TO INCLUDE SAFETY CABLE. DO NOT INCLUDE SAFETY CLIMB MECHANISM

**TOWER ELEVATION**

SCALE: 1" = 20'

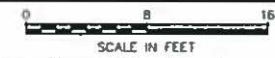


<p>SHEET NUMBER: <b>C-2</b></p> <p>REVISION: <b>4</b></p> <p>TYP. #: 121264</p>	<p>SHEET TITLE: <b>TOWER ELEVATION</b></p>	<p>CONSTRUCTION 10/22/13 PRELIMINARY</p> <p>ISSUED FOR: 10/16/13</p> <p>DRAWN BY: <i>[Signature]</i> CHECKED BY: <i>[Signature]</i> INAC</p>	<p>October 22, 2013</p>	<p>SCALE:</p>	<p>PLANS PREPARED FOR: <b>ATLAS TOWER</b></p> <p>4450 Argonne Ave., Suite 100 Boulder, CO 80503 Office: (888) 609-9596</p>	<p>PLANS PREPARED BY: <b>WibBlue Inc.</b></p> <p>Office: (888) 609-9596</p>	<p>PROJECT INFORMATION: <b>RIFLE RULLISON</b></p> <p>208 COUNTY ROAD 321 RIFLE, CO 81650 (GARFIELD COUNTY)</p>
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**COMPOUND DETAIL**

SCALE: 1/8" = 1'-0"



**PROJECT INFORMATION:**  
**RIFLE RULISON**  
 100X COUNTY ROAD 321  
 RIFLE, CO 81650  
 (GARFIELD COUNTY)

**PLANS PREPARED FOR:**  
  
 Office: (888) 609-9596

**PLANS PREPARED FOR:**  
**ATLAS TOWER**  
 4450 Arapahoe Ave, Suite 100  
 Boulder, CO 80303  
 Office: (888) 609-9596

**PLANS PREPARED BY:**  
  
 TOWER ENGINEERING PROFESSIONALS  
 370 JUNCTION BOULEVARD  
 RALEIGH, NC 27603-6283  
 OFFICE: (919) 881-6381  
 www.tppgroup.net

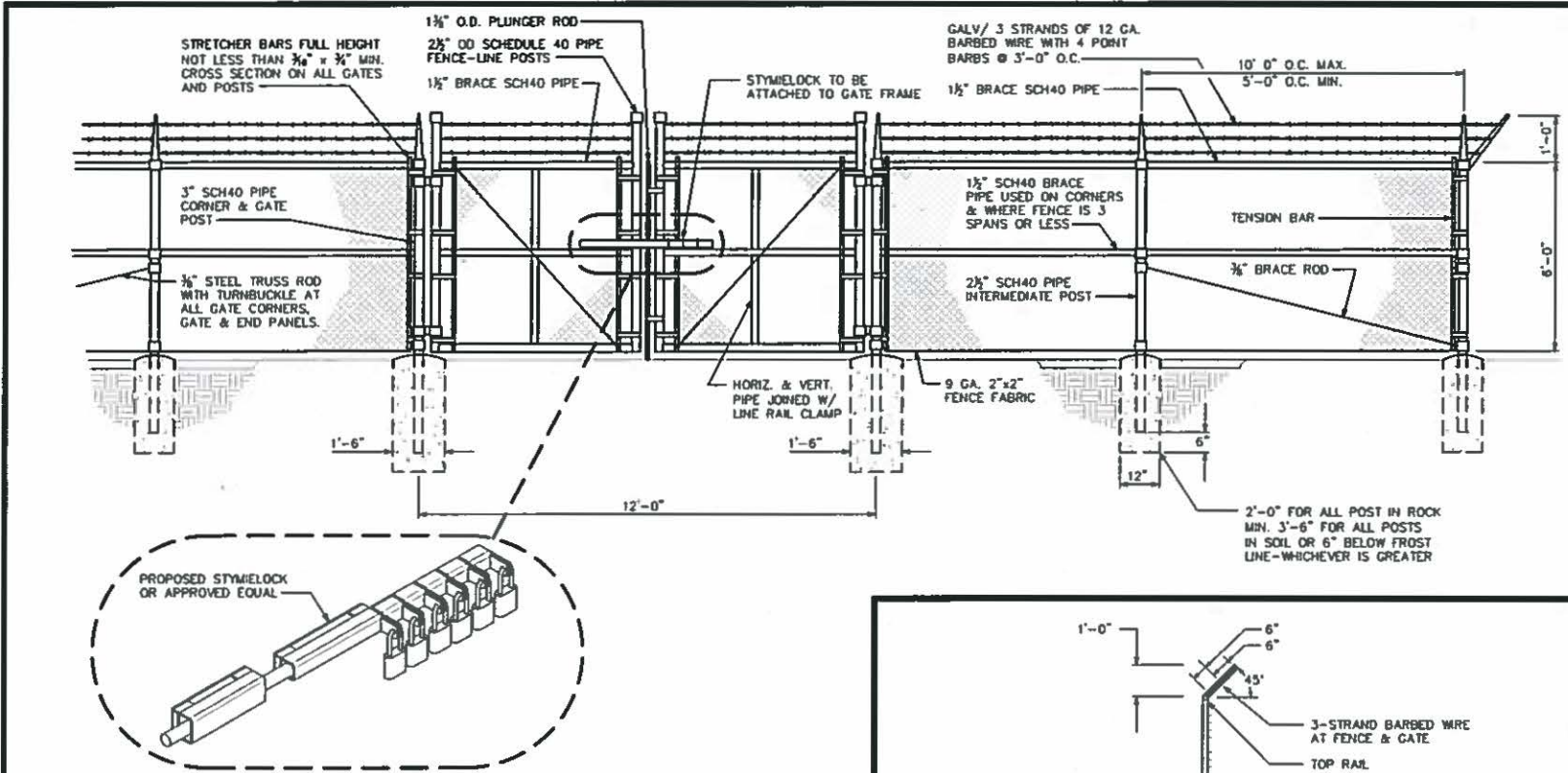
SEAL:

4	10-22-13	CONSTRUCTION
3	10-16-13	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: JCM | CHECKED BY: HMC

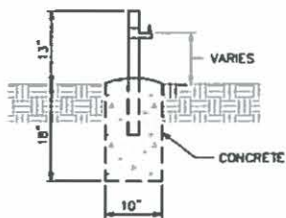
SHEET TITLE:  
**COMPOUND DETAIL**

SHEET NUMBER: <b>C-3</b>	REVISION: <b>4</b>
TEP #: 121264	



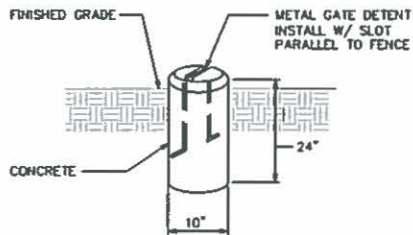
**TYPICAL FENCE ELEVATION**

SCALE: N.T.S.



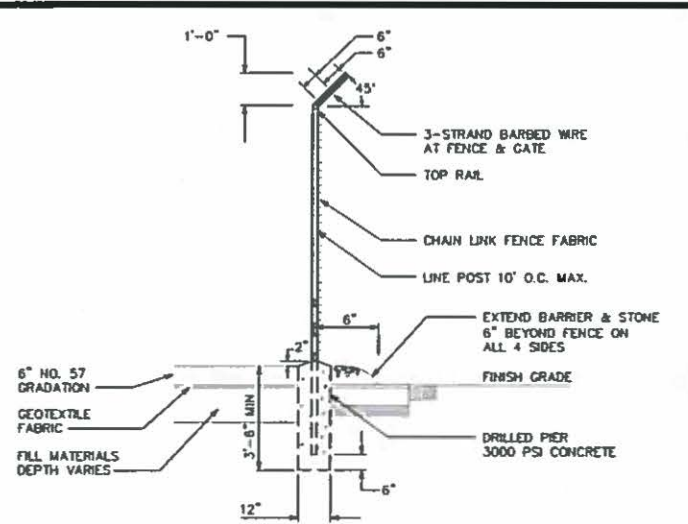
**GATE STOP / KEEPER DETAIL**

SCALE: N.T.S.



**GATE DETENT DETAIL**

SCALE: N.T.S.



**FENCE / BARBED WIRE ARM DETAIL**

SCALE: N.T.S.

**PROJECT INFORMATION:**  
**RIFLE RULISON**  
 XXX COUNTY ROAD 321  
 RIFLE, CO 81650  
 (GARFIELD COUNTY)

**PLANS PREPARED FOR:**  
  
 Office: (888) 609-9596

**PLANS PREPARED FOR:**  
  
 4450 Arapahoe Ave, Suite 100  
 Boulder, CO 80303  
 Office: (888) 609-9596

**PLANS PREPARED BY:**  
  
 TOWER ENGINEERING PROFESSIONALS  
 370 JUNCTION BOULEVARD  
 RALEIGH, NC 27603-0203  
 OFFICE: (919) 851-0261  
 www.teppgroup.net

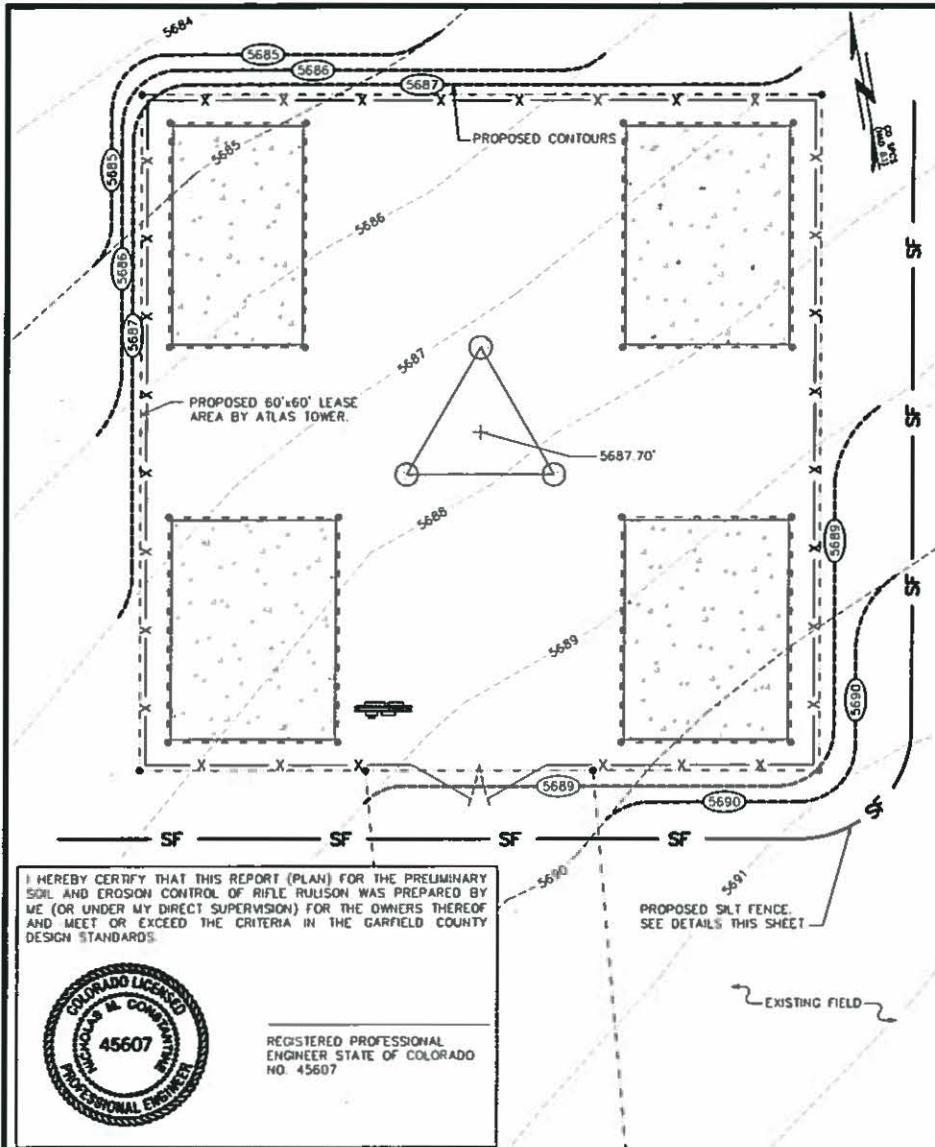
SEAL:

4	10-22-13	CONSTRUCTION
3	10-16-13	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: CMT CHECKED BY: KMM/J

SHEET TITLE:  
**FENCE DETAILS**

SHEET NUMBER: <b>C-4</b>	REVISION: <b>4</b> TEP #: 121264
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I HEREBY CERTIFY THAT THIS REPORT (PLAN) FOR THE PRELIMINARY SOIL AND EROSION CONTROL OF RIFLE RULISON WAS PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) FOR THE OWNERS THEREOF AND MEET OR EXCEED THE CRITERIA IN THE GARFIELD COUNTY DESIGN STANDARDS.

**PROFESSIONAL ENGINEER**  
**REGISTERED PROFESSIONAL ENGINEER STATE OF COLORADO NO. 45607**

**SOIL AND EROSION CONTROL PLAN**  
 SCALE: 1/2" = 1'-0"



**SITE GRADING NOTES:**

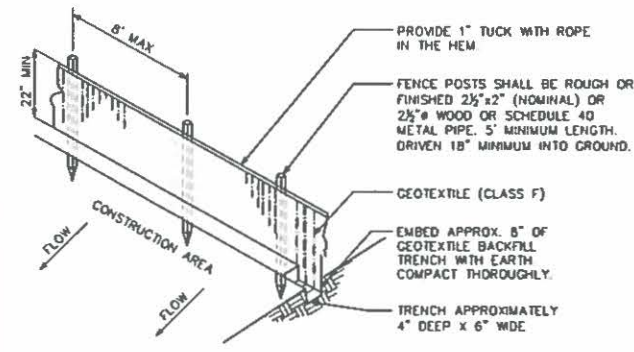
1. CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.
2. TEMPORARY SEEDING OR OTHER STABILIZATION, INCLUDING GRAVEL COVER ON ANY NEW ACCESS ROAD, WILL FOLLOW IMMEDIATELY AFTER GRADING.
3. THE JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL PRACTICES.
4. AFTER ACHIEVING ADEQUATE STABILIZATION, THE TEMPORARY E&S CONTROLS WILL BE CLEANED UP AND REMOVED.
5. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE STABILIZED WITH PERMANENT SEEDING IMMEDIATELY FOLLOWING FINISH GRADING. SEEDING SHALL BE DONE WITH PITKIN COUNTY MIX BY RYNEDELL DISTRIBUTION AND 500 FARM OR APPROVED EQUIVALENT. EROSION CONTROL BLANKETS WILL BE INSTALLED OVER ALL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEEDED TO PROTECT THE SLOPES FROM RILL AND GULLY EROSION AND TO ALLOW SEED TO GERMINATE PROPERLY. MULCH (STRAW OR FIBER) WILL BE USED ON RELATIVELY FLAT AREAS. IN ALL SEEDING OPERATIONS, SEED, FERTILIZER AND LIME WILL BE APPLIED PRIOR TO MULCHING.

**RECLAMATION OF DISTURBED AREAS:**

1. AREAS DISTURBED DURING DEVELOPMENT SHALL BE RESTORED AS NATURAL APPEARING LANDFORMS THAT BLEND IN WITH ADJACENT UNDISTURBED SLOPES.
2. ABRUPT ANGULAR TRANSITIONS AND LINEAR PLACEMENT ON VISIBLE SLOPES SHALL BE AVOIDED. AREAS DISTURBED BY GRADING SHALL BE CONTOURED SO THEY CAN BE REVEGETATED, AND SHALL BE PLANTED AND SHALL HAVE VEGETATION ESTABLISHED AND GROWING WITHIN TWO (2) GROWING SEASONS. AREA SHALL BE PLANTED WITH SEED MIX WHICH IS COMPRISED OF 25% SLENDER WHEATGRASS (ELYMUS TRACHYCAULUS), 20% MOUNTAIN BROME (BROMUS CARINATUS), 20% WESTERN WHEATGRASS (PASCOPYRUM SMITHII), 20% SECAR BLUEBUNCH (PSUEDORECHERIA SPICATA), 5% THICKSPINE WHEATGRASS (ELYMUS LANCEOLATUS), 5% IDAHO FESCUE (FESTUCA IDAHOENSIS), 3% GREEN NEEDLE (HASSSELLA VIRIDULA), AND 2% INDIAN RICEGRASS (ORYZOPSIS HYMENODES).
3. WITHIN SIX MONTHS OF SUBSTANTIAL COMPLETION OF SOIL DISTURBANCE ALL BRUSH, STUMPS AND OTHER DEBRIS SHALL BE REMOVED FROM THE SITE.

**GEOTEXTILE FABRIC NOTES:**

1. GEOTEXTILE FABRIC TO BE FASTENED SECURELY TO FENCE POST BY USE OF WIRE TIES OR HOG RINGS. 3 FASTENERS PER POST.
2. ENDS OF INDIVIDUAL ROLLS OF GEOTEXTILE SHALL BE SECURELY FASTENED TO A COMMON POST OR OVERLAPPED 3' (MINIMUM).
3. THIS DEVICE IS INTENDED TO CONTROL SHEET FLOW ONLY. A DRAINER SHOULD BE USED IN AREAS OF CONCENTRATED FLOW WITH A DRAINAGE AREA OF



**SILT FENCE DETAILS**  
 N.T.S.

**PROJECT INFORMATION:**  
**RIFLE RULISON**  
 XXX COUNTY ROAD 321  
 RIFLE, CO 81650  
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 Office: (888) 609-9596

**PLANS PREPARED FOR:**  
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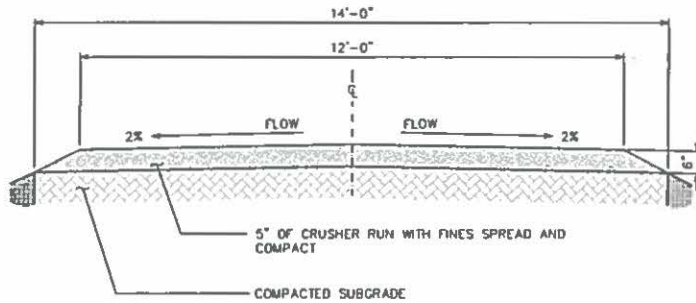
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4	10-22-13	CONSTRUCTION
3	10-18-13	PRELIMINARY
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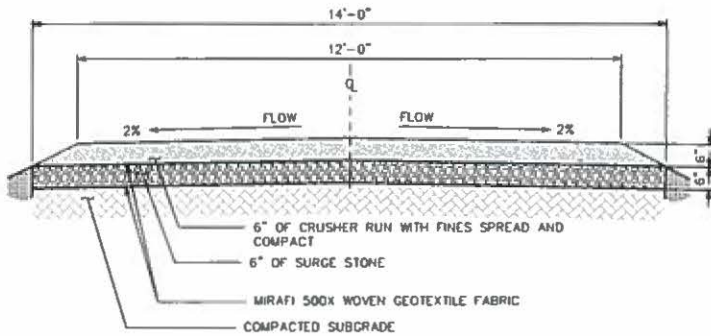
**SHEET TITLE:**  
**SOIL AND EROSION CONTROL PLAN**

<b>SHEET NUMBER:</b> <b>C-5</b>	<b>REVISION:</b> <b>4</b>
TEP #: 121264	



**STANDARD ROAD SECTION (GOOD SUBGRADE)**

SCALE:  $\frac{3}{8}$ " = 1'-0"

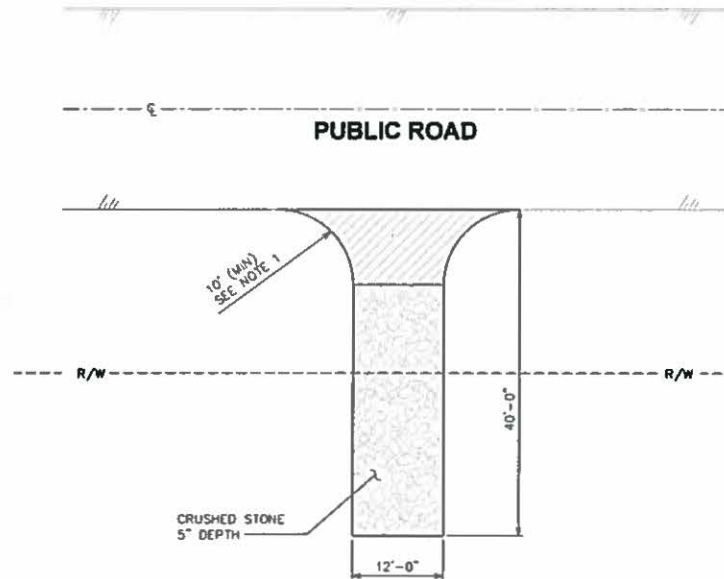


**STANDARD ROAD SECTION (POOR SUBGRADE)**

SCALE:  $\frac{3}{8}$ " = 1'-0"

**NOTES:**

1. TURNING RADIUS THAT IS SUFFICIENT TO ACCOMMODATE LARGE TRUCKS SHALL BE PROVIDED.
2. THE ENTRANCE(S) SHOULD BE LOCATED TO PROVIDE FOR UTILIZATION BY ALL CONSTRUCTION VEHICLES.
3. ENTRANCE(S) MUST BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR DIRECT FLOW OF MUD ONTO STREETS. PERIODIC TOP DRESSING WITH STONE WILL BE NECESSARY.
4. ANY MATERIAL TRACKED ONTO THE ROADWAY MUST BE CLEANED UP IMMEDIATELY.
5. GRAVEL CONSTRUCTION ENTRANCE SHALL BE LOCATED AT ALL POINTS OF INGRESS AND EGRESS UNTIL SITE IS STABILIZED. FREQUENT CHECKS OF THE DEVICE AND TIMELY MAINTENANCE MUST BE PROVIDED.
6. THE ENTRANCE SHOULD BE 90' WITH THE COUNTY ROAD FOR THE FIRST 40 FEET.
7. THE ENTRANCE SHOULD HAVE NO MORE THAN A 10% GRADE FOR THE FIRST 40 FEET.



**STABILIZED CONSTRUCTION ENTRANCE**

SCALE: N.T.S.

**PROJECT INFORMATION:**  
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**SEAL:**

4	10-22-13	CONSTRUCTION
3	10-18-13	PRELIMINARY
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**SHEET TITLE:**  
**DRIVEWAY DETAILS**

<b>SHEET NUMBER:</b> <b>C-6</b>	<b>REVISION:</b> <b>4</b> TEP #: 1212G4
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**ELECTRICAL NOTES:**

**SCOPE:**

1. SHALL INCLUDE ALL LABOR, MATERIALS AND APPLIANCES REQUIRED FOR THE FURNISHING, INSTALLING AND TESTING, COMPLETE AND READY FOR OPERATION OF ALL WORK SHOWN ON THE DRAWING AS SPECIFIED HEREIN:
- |                        |                               |
|------------------------|-------------------------------|
| 1. ELECTRIC SERVICE    | 4. MISCELLANEOUS MATERIALS    |
| 2. CONDUIT AND RACEWAY | 5. TELEPHONE CONDUITS         |
| 3. CONDUCTORS          | 6. LIGHTNING ARRESTING SYSTEM |

**CODES**

1. THE INSTALLATION SHALL COMPLY WITH ALL LAWS APPLYING TO ELECTRICAL INSTALLATION IN EFFECT WITH THE REGULATIONS OF THE LATEST EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE AND THE ICC 2006, ADMINISTRATIVE RULES WITH THE NATIONAL ELECTRIC CODE, AND ALL LOCAL GOVERNING CODES AND ORDINANCES WITH THE REGULATION OF THE SERVING UTILITY COMPANY. ALL PERMITS REQUIRED SHALL BE OBTAINED AND, AFTER COMPLETION OF WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF FINAL INSPECTION AND APPROVAL.

**MATERIALS**

1. MATERIALS TO BE NEW. USE OF USED OR SUB STANDARD MATERIAL IS NOT ACCEPTABLE. IN THE CASE OF EXISTING METERING EQUIPMENT OR PANELS, REQUIRED COMPONENTS SHALL BE NEW.

**TESTING**

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST ALL EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. ALL TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

**GUARANTEE**

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER, WITHOUT EXPENSE TO THE OWNER. ALL WARRANTY CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

**CO-ORDINATION:**

1. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH ALL SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

**EXAMINATION OF SITE**

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS PARAGRAPH WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

**CUTTING, PATCHING AND EXCAVATION:**

- COORDINATION OF ALL SLEEVES, CHASES, ETC., WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK. ALL CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
- ALL NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE WORK UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING SHALL BE PROVIDED BY THIS CONTRACTOR.
- SEAL ALL PENETRATION THROUGH WALL AND FLOORS WITH APPROVED GROUT.

**EXTERIOR CONDUIT:**

- ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.
- ALL EXTERIOR PVC CONDUITS SHALL BE INSTALLED WITH FROST SLEEVES (8" OVERLAP)

**RACEWAYS**

- ALL CONDUCTORS SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE RIGID STEEL EMT, OR SCH40 PVC, AS INDICATED ON THE DRAWINGS.
- WHERE INSTALLED ON EXTERIORS AND EXPOSED TO DAMAGE, ALL CONDUIT SHALL BE RIGID STEEL ALUMINUM CONDUIT SHALL NOT BE ALLOWED.
- CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT OR PVC.
- UNDERGROUND CONDUITS SHALL BE RIGID STEEL OR SCHEDULE 40 PVC AS INDICATED ON THE DRAWINGS.
- ALL CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHINGS FOR ALL CONDUIT TERMINATIONS. ALL CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
- PROVIDE SUPPORTS FOR ALL CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. ALL CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.
- BURIAL DEPTH OF ALL CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION.
- CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND BUILDING OWNER.

**EQUIPMENT:**

- ALL DISCONNECT SWITCHES SHALL BE BREAKER TYPE.
- CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT, AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK.

**CONDUCTORS**

- FURNISH AND INSTALL CONDUCTORS CALLED FOR IN THE DRAWINGS. ALL CONDUCTORS SHALL HAVE TYPE THWN (MIN) (75 °C) INSULATION, RATED FOR 600 VOLTS.
- ALL CONDUCTORS SHALL BE COPPER. THE USE OF ALUMINUM CONDUCTORS SHALL NOT BE ALLOWED. ALL CONDUCTORS SHALL BE UL LISTED AND SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
  - A. MINIMUM WIRE SIZE SHALL BE #12 AWG.
  - B. ALL CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND SMALLER MAY BE SOLID OR STRANDED.
  - C. CONNECTION FOR #10 AWG AND SMALLER SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.
  - D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP-ON SLEEVES WITH NYLON INSULATOR.
- ALL CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.
- THE RACEWAY SYSTEM SHALL BE COMPLETE BEFORE INSTALLING CONDUCTORS

**PENETRATIONS:**

- CONTRACTOR SHALL COMPLY WITH UL PENETRATION DETAILS FOR PENETRATIONS OF ALL RATED WALLS, ROOF, ETC.

**GROUNDING**

- ALL ELECTRICAL NEUTRALS, RACEWAYS AND NON-CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED BY ONE POINT ONLY.
- PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS.
- PROVIDE BONDING AND GROUND TO MEET NFPA 780 - LIGHTNING PROTECTION AS A MINIMUM.
- PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE AND RADIO EQUIPMENT MANUFACTURER.

**ABBREVIATIONS AND LEGEND**

A	= AMPERE	PVC	= SCH40 RIGID NON-METALLIC CONDUIT
AFG	= ABOVE FINISHED GRADE	RGS	= RIGID GALVANIZED STEEL CONDUIT
ATS	= AUTOMATIC TRANSFER SWITCH	SW	= SWITCH
AWG	= AMERICAN WIRE GAUGE	TGB	= TOWER GROUND BAR
BCW	= BARE COPPER WIRE	UL	= UNDERWRITERS LABORATORIES
BFG	= BELOW FINISHED GRADE	V	= VOLTAGE
BKR	= BREAKER	W	= WATTS
C	= CONDUIT	XFMR	= TRANSFORMER
CKT	= CIRCUIT	XMTX	= TRANSMITTER
DISC	= DISCONNECT		
EGR	= EXTERNAL GROUND RING		
EMT	= ELECTRIC METALLIC TUBING		
FSC	= FLEXIBLE STEEL CONDUIT		
GEN	= GENERATOR		
GPS	= GLOBAL POSITIONING SYSTEM		
GRD	= GROUND		
IGB	= ISOLATED GROUND BAR		
IGR	= INTERIOR GROUND RING (HALD)		
KW	= KILOWATTS		
NEC	= NATIONAL ELECTRIC CODE		
PCS	= PERSONAL COMMUNICATION SYSTEM		
PH	= PHASE		
PHL	= PANEL		
PNLBD	= PANELBOARD		

----	A	UNDERGROUND ALARM CONDUIT
----	E	UNDERGROUND ELECTRICAL CONDUIT
----	T	UNDERGROUND TELEPHONE CONDUIT
		KILOWATT-HOUR METER
		UNDERGROUND BONDING AND GROUNDING CONDUCTOR.
		GROUND ROD
		CADWELD
		GROUND ROD WITH INSPECTION WELL

**PROJECT INFORMATION:**

**RIFLE RULISON**  
 XXXX COUNTY ROAD 321  
 RIFLE, CO 81650  
 (GARFIELD COUNTY)

**PLANS PREPARED FOR:**

**WiBlue Inc.**  
 Office: (888) 609-9596

**PLANS PREPARED FOR:**

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**PLANS PREPARED BY:**

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**SEAL:**



4	10-22-13	CONSTRUCTION
3	10-15-13	PRELIMINARY
REV	DATE	ISSUED FOR:

**DRAWN BY:** TMC **CHECKED BY:** JRH

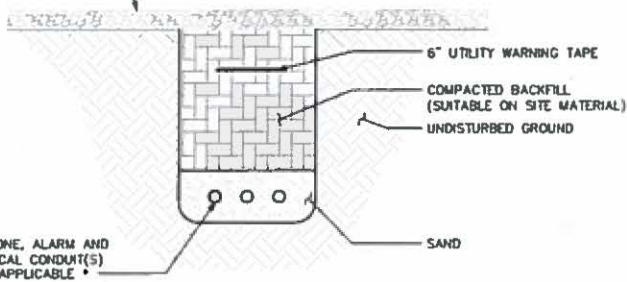
**SHEET TITLE:**

**ELECTRICAL NOTES**

<b>SHEET NUMBER:</b>	<b>REVISION:</b>
<b>E-1</b>	<b>4</b>
	TEP #: 121264

• SEPARATION DIMENSIONS TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.

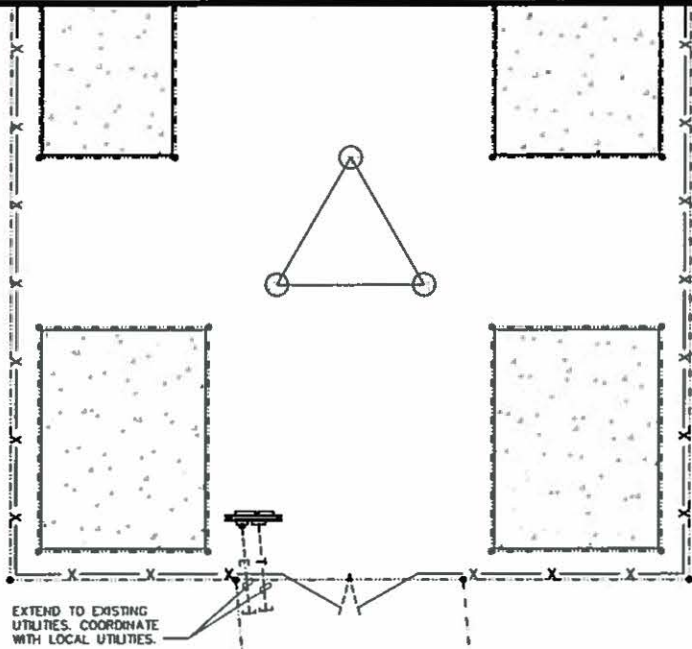
FINISHED GRADE, ASPHALT OR CONCRETE PAVING, MATCH SLOPE AND THICKNESS OF EXISTING SURFACE.



TELEPHONE, ALARM AND ELECTRICAL CONDUIT(S) WHERE APPLICABLE \*

**UNDERGROUND CONDUIT(S) TRENCH DETAIL**

SCALE: N.T.S.

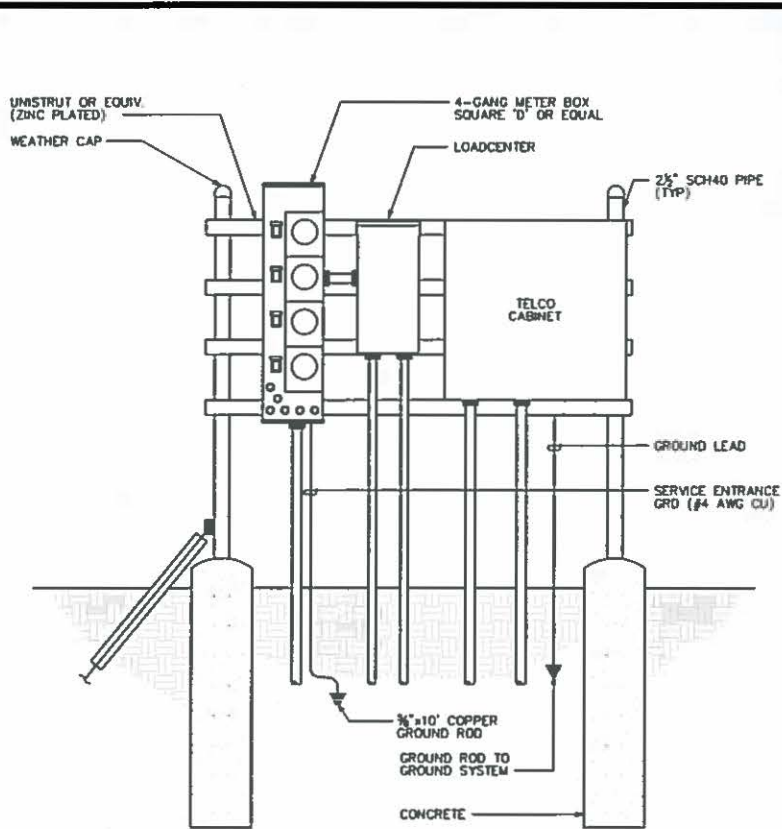


**POWER AND TELCO PLAN**

SCALE: 3/8" = 1'-0"

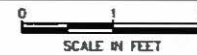
**NOTES:**

1. ACTUAL SEPARATION OF CONDUITS TO BE DETERMINED BY SITE SPECIFIC REQUIREMENTS.
2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
3. PROVIDE RGS CONDUIT AND ELBOWS AT STUB UP LOCATIONS (I.E. SERVICE POLES, EQUIPMENT, ETC.)
4. PROVIDE RGS CONDUIT FOR INSTALLATIONS BELOW PARKING LOTS AND ROADWAYS.



**SERVICE RACK DETAILS**

SCALE: 3/8" = 1'-0"



PROJECT INFORMATION:  
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OCTOBER 22, 2013

4	10-22-13	CONSTRUCTION
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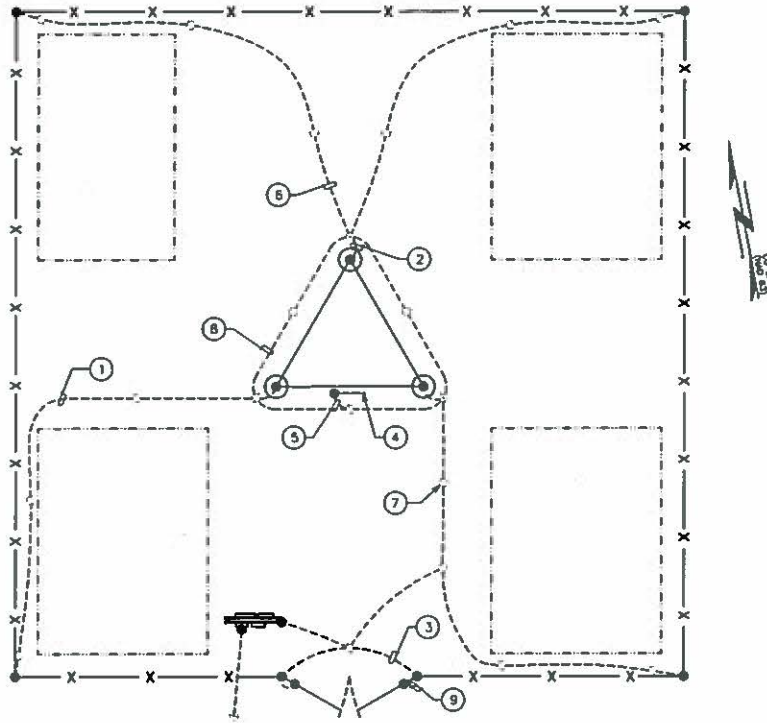
SHEET TITLE:  
**POWER/TELCO PLAN**

SHEET NUMBER:  
**E-2**

REVISION:  
**4**  
TEP #: 121264

**DRAWING NOTES**

- ① TOWER GROUND RING TO FENCE (TYP OF 4)
- ② TOWER BONDING TO GROUND RING (TYP OF 3, MIN)
- ③ GATE POST BONDING. SEE SHEET E-4 FOR DETAILS
- ④ TOWER GROUND BAR
- ⑤ GROUND LEAD FROM LIGHTNING ROD TO PROPOSED TOWER GROUND RING
- ⑥ #2 AWG BARE TINNED COPPER CONDUCTOR (TYP) TO BE BURIED 32" BELOW GRADE.
- ⑦ 3/8"Øx10' COPPER GROUND ROD
- ⑧ PROPOSED TOWER GROUND RING
- ⑨ FENCE GATE GROUNDING. SEE DETAIL ON SHEET E-4.

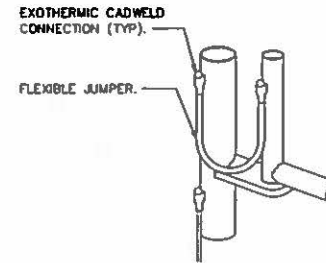


**TYPICAL GROUNDING PLAN**

SCALE: N.T.S.

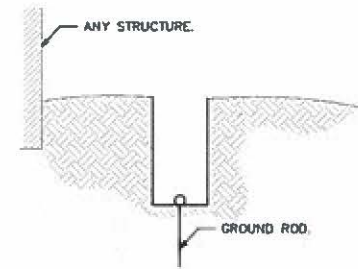
**GROUNDING NOTES**

1. GROUNDING ELECTRODES SHALL BE CONNECTED IN A RING USING #2 AWG BARE TINNED COPPER WIRE. THE TOP OF THE GROUND RODS AND THE RING CONDUCTOR SHALL BE 120" BELOW FINISHED GRADE. GROUNDING ELECTRODES SHALL BE DRIVEN ON 10'-0" CENTERS. (MINIMUM; 15'-0" MAX.)
2. BONDING OF THE GROUNDED CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250.30.



**GROUNDING AT GATE POST**

SCALE: N.T.S.



**TRENCH DETAIL**

SCALE: N.T.S.

PROJECT INFORMATION:

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XXXX COUNTY ROAD 321  
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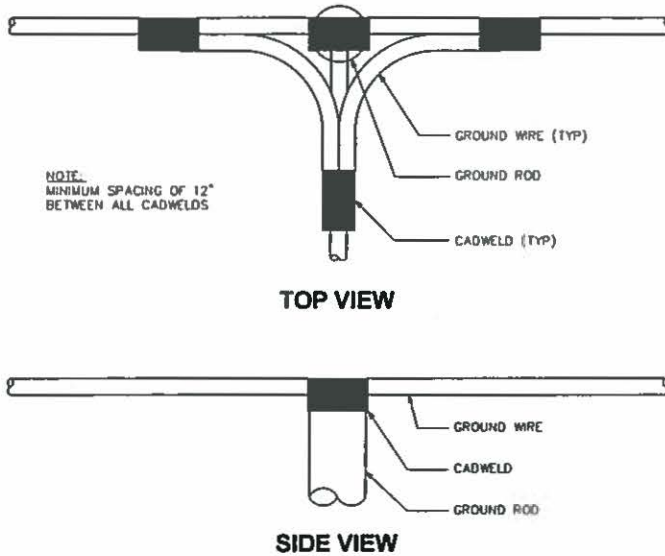
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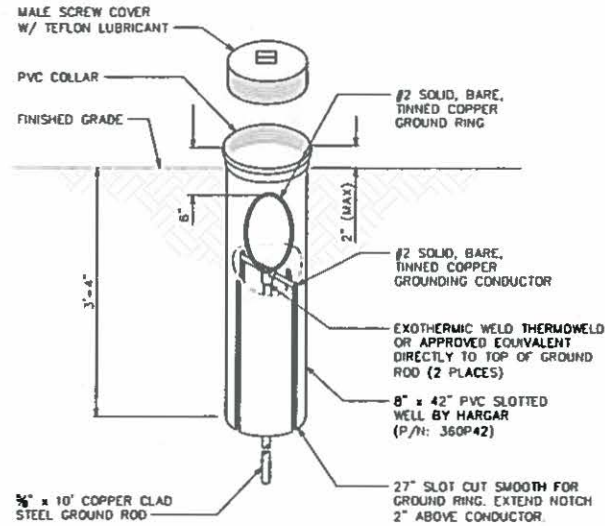
**GROUNDING PLAN AND DETAILS**

SHEET NUMBER:	REVISION:
<b>E-3</b>	<b>4</b>
	TEP #: 121264



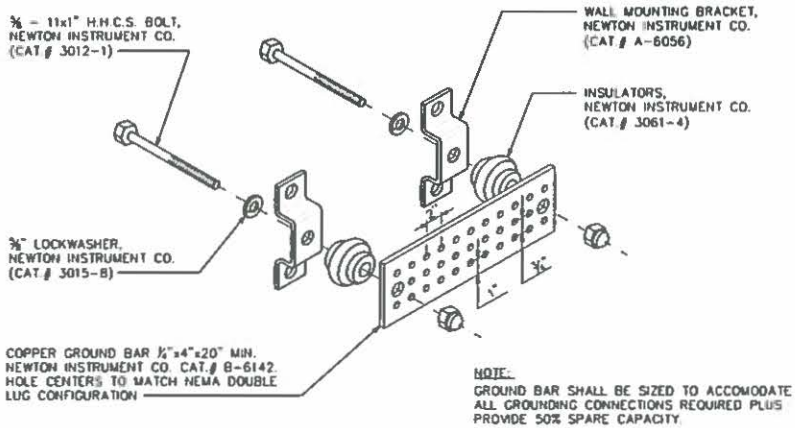
**CADWELD GROUNDING DETAIL**

SCALE: N.T.S.



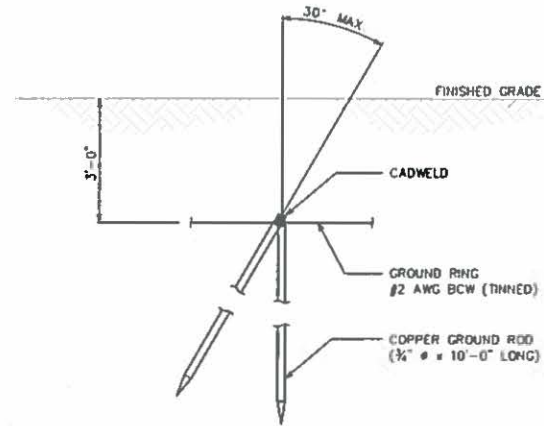
**GROUND ROD WITH INSPECTION WELL**

SCALE: N.T.S.



**STANDARD GROUND BAR DETAIL**

SCALE: N.T.S.



**COPPER-CLAD STEEL GROUND ROD**

SCALE: N.T.S.

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OCTOBER 22, 2013

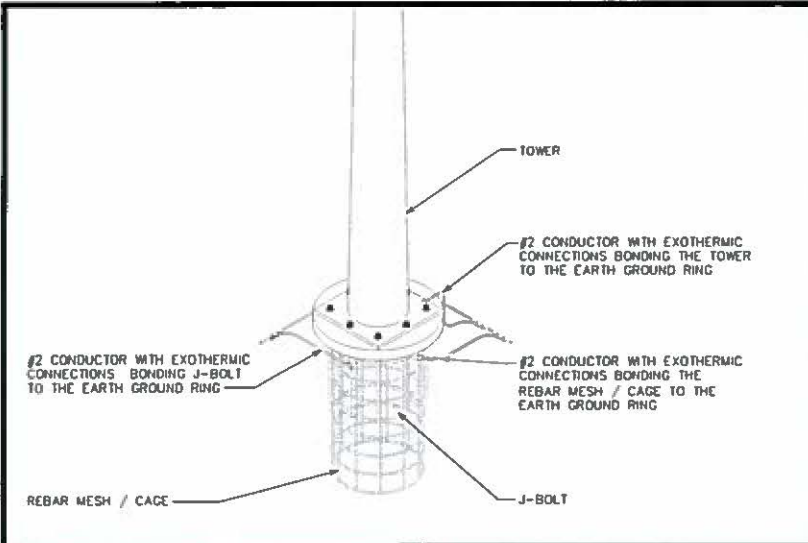
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DRAWN BY: EAL CHECKED BY: KMM

SHEET TITLE:  
**GROUNDING DETAILS**

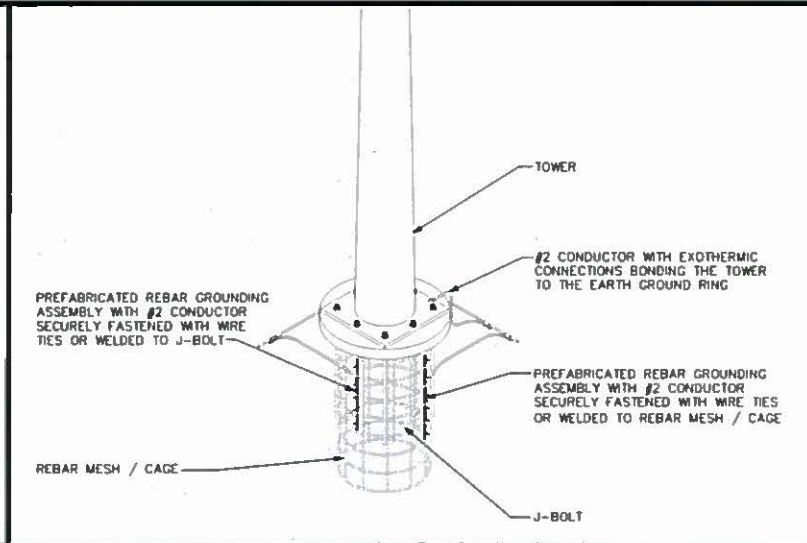
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**E-4**

REVISION:  
**4**  
TEP # 121264



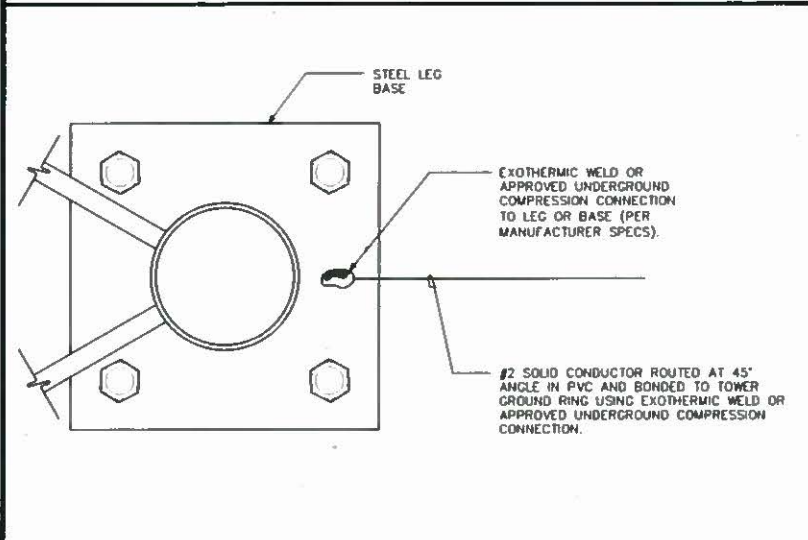
**TOWER STEEL GROUNDING - METHOD 1**

SCALE: N.T.S.



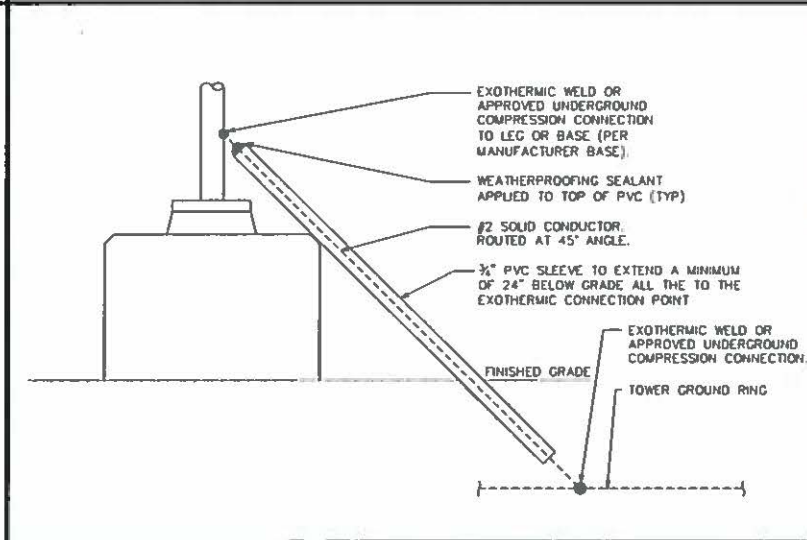
**TOWER STEEL GROUNDING - METHOD 2**

SCALE: N.T.S.



**TOWER GROUNDING - METHOD 1**

SCALE: N.T.S.



**TOWER GROUNDING - METHOD 2**

SCALE: N.T.S.

PROJECT INFORMATION:  
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SEAL:  
  
 OCTOBER 22, 2011

#	10-22-13	CONSTRUCTION
3	10-18-13	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: TMC CHECKED BY: JRT

SHEET TITLE:  
**TOWER FOUNDATION DETAILS**

SHEET NUMBER: **E-5** REVISION: **4**  
 TEP #: 121264