



Board of County Commissioners - Staff Report

Meeting Date: November 15, 2016

Presenter: Deanna Harger

Submitting Dept: Administration

Subject: Letter of Authorization

Statement / Purpose:

Request to sign a Letter of Authorization to allow Centerline Solutions, LLC to submit a Basic Use Permit (BUP) application to the Teton County Planning Department for review of collocation on an existing communications tower at 3150 Adams Canyon Drive located on land owned by Teton County.

Background / Description (Pros & Cons):

Teton County currently leases land at 3150 Adams Canyon Drive (Animal Shelter) to Atlas Towers USA, Inc. who owns and operates a communications tower on the site. Atlas Towers wishes to allow Verizon Wireless to collocate on the tower. Per the current agreement with Teton County, Atlas Towers has the approved rights to sublease to other entities and allow them to collocate on the tower. Per the current Land Development Regulations, Atlas Towers is required to submit a Basic Use Permit (BUP) application to the Teton County Planning Department for review. The Basic Use Permit application requires the underlying property owner, Teton County, to sign a Letter of Authorization. By signing a Letter of Authorization, Teton County authorizes Centerline Solutions, LLC (agent for the Atlas Towers) to submit a BUP application for collocation at 3150 Adams Canyon Drive.

Stakeholder Analysis & Involvement:

Planning Department

Fiscal Impact:

None

Staff Impact:

None

Legal Review:

Keith Gingery

Staff Input / Recommendation:

None

Attachments:

Animal Shelter Wireless Antenna Agreement
Memorandum & Amendment of Land Lease
Letter of Authorization

Suggested Motion:

I move to approve signing a Letter of Authorization for Centerline Solutions, LLC to submit a Basic Use Permit application for collocation at 3150 Adams Canyon Drive.

Teton County Planning and Development
200 S. Willow, P.O. Box 1727
Jackson, WY 83001
Phone (307)733-7030 Fax (307) 739-9208



LETTER OF AUTHORIZATION BY OWNER

THE LETTER OF AUTHORIZATION IS TO BE SUBMITTED ONLY IF THE APPLICANT/AGENT IS NOT THE RECORDED OWNER OF THE PROPERTY. THE RECORDED OWNER MUST SIGN THE LETTER OF AUTHORIZATION AND HAVE IT NOTARIZED.

OWNER, CO-OWNER, OR CORPORATE OWNER:

Name: Board of County Commissioners of Teton County, Wyoming
Physical Address of Property: 3150 S. Adams Canyon Drive, Jackson, WY 83001
Mailing Address: 200 South Willow Street, 2nd Floor Jackson, WY
Zip code: 83001 Phone: (307) 733-8094
Email: Commissioners@Tetonwyo.org

AGENT OR CONTRACTOR: (If authorizing Agent and Contractor, fill out a form for each)

Name: Chris Staley - Centerline Solutions, LLC
Mailing Address: 16035 Table Mountain Parkway, Golden, CO
Zip code: 80403 Phone: 719-471-3365
Email: cstaley@centerlinesolutions.com

Owner, Co-Owner, or Corporate Owner, ("Owner") which property is specifically described as 3150 S. Adams Canyon Drive, Jackson, WY 83001 hereby authorizes Agent or Contractor, as stated above, to represent and/or act for Owner in making application for, receiving, and accepting on Owner's behalf, any permits or other action by the Teton County Commissioners, Planning and Development, Building, and/or Engineering Departments relating to Owner's Property in Teton County, and the modification, development, planning, platting, replatting, improvements, use or occupancy of land, or energy mitigation in Teton County. Owner acknowledges and agrees to be bound and must abide by the written terms or conditions of issuance of any such named Agent or Contractor, whether actually delivered to Owner or not. Owner agrees that no modification, development, planning, platting or replatting, improvements, use or occupancy of land, or energy mitigation involved in any application, as it relates to Owner's Property, shall take place until approved by the appropriate official(s) of Teton County, in accordance with all applicable codes and regulations. Owner agrees to pay any fines and/or mitigation fees to Teton County and will be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes, and/or regulations applicable to the action sought to be permitted by the application authorized herein. Owner agrees and authorizes Agent or Contractor to pay any fines and/or mitigation fees to Teton County and for the Agent or Contractor to accept and receive any reimbursement or fee payments due to Owner from Teton County, including but not limited to energy mitigation fees.

Under penalty of perjury, the undersigned swears that the foregoing is true and correct, and if signing on behalf of co-owners, multiple owners, corporation, partnership, limited liability company, or other entity, the undersigned hereby swears that this authorization is given, to the full extent required, with the necessary and appropriate approval, which authorizes the undersigned to act on behalf of such entity and/or owners.



OWNER, CO-OWNER, CORPORATE OWNER:

Print Name: _____

Signature: _____

Title: _____

STATE OF _____

SS.

COUNTY OF _____

Subscribed and sworn to before me by _____ this

_____ day of _____, 20____.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Instrument Prepared by and
Upon Recording Return to:
SBA Towers VI, LLC
8051 Congress Avenue
Boca Raton, FL 33487
561-226-9544
SBA Site ID: Rafter J (WY16934-A)

MEMORANDUM & AMENDMENT OF LAND LEASE

THIS MEMORANDUM & AMENDMENT OF LAND LEASE (herein "Memorandum") is made this ____ day of _____, 2015, by and between BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, WYOMING, on behalf of Teton County, Wyoming, a duly organized county of the State of Wyoming, having a mailing address of P.O. Box 3594, Jackson, Teton County, Wyoming 83001 (herein "Lessor") and ATLAS TOWERS USA, LLC, a Colorado limited liability company, having a principal office located at 283 Columbine Street, Denver, Colorado 80206 (herein "Lessee").

WHEREAS, Lessor and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("New Cingular"), are parties to that certain Lease Agreement dated May 24, 2013, whereby Lessor leased to Lessee the land described in Exhibit "A" attached hereto and made a part hereof (as amended, the "Land Lease"). All terms used but not defined herein shall have the meaning ascribed to them in the Land Lease.

WHEREAS, Lessor and Lessee, as successor-in-interest to New Cingular, desire to enter into this Memorandum to give notice of said Land Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein. In addition, Lessor and Lessee desire to make certain amendments to the terms of the Lease.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Land Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Land Lease provides in part that Lessor leases to Lessee a certain site ("Site") located at the Teton county Animal Shelter, 3150 Adams Canyon Road, City of Jackson, County of Teton, State of Wyoming, within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof. This description of the Site shall replace the description thereof in the Lease and shall serve as the description of the Site for all purposes under the Land Lease.
2. Lessee shall lease the Site from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Land Lease, all upon the terms and conditions more particularly set forth in the Land Lease for a term of five (5) years, which term is subject to five (5) additional five (5) year extension periods.
3. The purpose of this instrument is to amend the legal description of the Land Lease and to give notice of said Land Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Land Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.
4. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Land Lease and any extensions thereof. All covenants and agreements of this Land Lease shall run with the land described in Exhibit "A".

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

LESSOR:

BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY,
WYOMING

Witnesses:

Print Name:

By: _____

Print Name: _____

Its: _____

Print Name:

[SEAL]

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____ as _____ of Board of County Commissioners of Teton County, Wyoming, on behalf of the county. He/she is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand this ____ day of _____, 2015.

Signature

Print Name: _____

NOTARY PUBLIC – STATE OF _____

Commission Number: _____

My Commission Expires: _____

LESSEE:

ATLAS TOWERS USA, LLC,
a Colorado limited liability company

Witnesses:

ae

Print Name:

By: [Signature] CFO Atlas Towers
Print Name: Evan Eschmeyer
Its: CFO

Print Name:

[SEAL]

State of CO
County of Boulder

The foregoing instrument was acknowledged before me this 10th day of April, 2015 by Evan Eschmeyer as CFO of Atlas Towers USA, LLC, a Colorado limited liability company, on behalf of the company. He/she is personally known to me or has produced [Signature] (type of identification) as identification.

WITNESS my hand this 10th day of April, 2015.

ae
Signature
Print Name: Patricia Farouche
NOTARY PUBLIC - STATE OF CO
Commission Number: 20134054541
My Commission Expires: 9/2017

PATRICIA ANN FAROUCHE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134054541
COMMISSION EXPIRES SEP. 03 2017

EXHIBIT "A"

LEGAL DESCRIPTION

ORIGINAL LEASE AREA

Part of Parcel No. 2 of Adams Canyon Site, a portion of Tract No. 3 of the Rafter J Ranch Subdivision Plat No. 330 located in the W1/2 of the NE1/4 and the NE1/4 of the NW1/4 of Section 17, Township 40 North, Range 116 West of the 6th Prime Meridian, Teton County Wyoming described as:

Beginning at the Northern most point of said Parcel No. 2, that lies S 00°08'31" W 590.90 feet along the East line of said Section 17 and N 83°27'06" W 1298.71 feet to said Point of Beginning; Thence along the Northwesterly line of said Parcel No. 2 the following two (2) courses; (1) thence S 48°59'58" W 21.75 feet to a point of curve; (2) thence Southwesterly 28.25 feet along said curve to the Left; Curve Data: Delta = 7°10'39"; Radius = 225.50 feet; Chord Bearing S 45°24'37" W 28.23 feet; thence S 46°06'42" E 58.23 feet; thence N 48°59'58" E 50.00 feet to a point on a curve on the Northeasterly line of said Parcel No. 2, whose center bears S 46°04'12" W 818.39 feet; thence Northwesterly 60.01 feet along said curve to the Left, being on the Northwest line of said Parcel No. 2; Curve Data: Delta = 4°12'06"; Radius = 818.39'; Chord Bearing N 46°01'51" W 60.00 feet to the Point of Beginning.

Parcel contains 2,996 square feet or 0.07 acres more or less.

Market: Colorado
Cell Site Number: PCTLIDU4349
Cell Site Name: Rafter J / Teton County Animal Shelter
Fixed Asset Number: 10549937

ANIMAL SHELTER WIRELESS ANTENNA AGREEMENT

THIS AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Board of County Commissioners of Teton County, Wyoming, on behalf of Teton County, Wyoming, a duly organized county of the State of Wyoming, having a mailing address of P.O. Box 3594, Jackson, Teton County, Wyoming 83001, (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, Georgia 30004 (hereinafter referred to as "**Tenant**").

WITNESSETH

WHEREAS, Landlord presently owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Teton County Animal Shelter at 3150 Adams Canyon Road, Jackson, in the County of Teton, State of Wyoming (collectively, the "**Property**").

WHEREAS, Landlord presently owns an undeveloped parcel with an existing equipment structure that will be removed by Tenant, and

WHEREAS, Tenant desires to replace the existing structure with a new monopole and equipment shelter to serve their wireless customers in the Adams Canyon/Rafter J area.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. Option

(a) The Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 3,025 square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached Exhibit 1 (collectively, the "**Premises**").

(b) During the Option period and any extension thereof, and 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, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises 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 Option Term (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) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Option Term**").

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

2. Permission to Place Structures and Permitted Use

Landlord and Tenant agree that Tenant may remove from the Premises the equipment structure existing as of the Effective Date. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communications Facility as defined in a temporary construction plan. Tenant is responsible to restore the Surrounding Property to its condition as it existed prior to construction. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate

the Communication Facility within the Premises at any time during the term of this Agreement subject to any necessary permitting approvals.

3. Tenant Responsibilities

Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Tenant agrees to operate and maintain its equipment and further agrees to ensure that the surface mounted antenna panels installed by Tenant do not physically obstruct the Landlord communication systems. Tenant agrees to install any and all utilities, including but not limited to underground power lines, meters, etc. at their expense and shall obtain all of the appropriate permits for such activities. Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility

4. Control of Premises

With regard to co-location, Tenant shall have the approved rights and control of the Premises, including the communications tower itself. Tenant shall sublease and allow the use of the Premises by any other communications entity as necessary to fulfill its co-location zoning obligation within any applicable approved permit application.

5. Ownership of Equipment

Any equipment installed by Tenant shall be sole property of Tenant and shall be removed by Tenant within one-hundred and twenty (120) days following the termination of this Agreement and shall restore the Premises to its condition as it existed prior to the Agreement. Notwithstanding the foregoing, Tenant will not be responsible to remove from the Premises or the Property any structural steel, any foundations or underground utilities.

6. Access to Premises

Tenant has the right of pedestrian and vehicular ingress and egress to and from the Premises at any time over and upon the Property twenty four (24) hours per day, seven (7) days a week.

7. Non-Interference

Within twenty (20) days of the execution of this Agreement, Landlord shall provide to Tenant a list of all existing radio frequencies to allow Tenant to evaluate for potential interference. Tenant warrants that its use of the Premises will not interfere with such existing radio frequencies, so long as the existing radio frequencies continue to operate in the same manner and same frequencies and in compliance with all laws and manufacturers' specifications. Landlord may enter into agreements with other parties to allow for use of the Property, but Landlord agrees to not enter into any agreements with other parties, if their use will interfere with the use enjoyed by

Tenant, interfere with Tenant's radio frequency or communication signals, or physically interfere with the Communication Facility.

8. Term

The initial lease term ("**Initial Term**") will be five (5) years, commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date. The Initial Term and any Extension Term (as defined below) are collectively referred to as the "**Term**". Should the Agreement not be renewed, Tenant shall remove all equipment and improvements and restore the Premises as provided in Section 5.

9. Option to Renew

Tenant shall have the option to renew this Agreement for up to five (5) additional terms of five (5) years each, (each five (5) year term shall be defined as the "**Extension Term**"), upon a continuation of all the same provisions hereof. Each option to extend this Agreement shall be automatically deemed exercised by the Tenant or its successors unless written notice of termination is sent by either party at least one hundred twenty (120) days prior to the expiration of the then existing Term of this Agreement.

10. Compensation

Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord a monthly rental payment of Twelve Hundred and Fifty and No/100 Dollars (\$1250.00) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date. The monthly rental payment shall increase 3% each year starting on the first anniversary of the Rent Commencement Date through the duration of the Term (including Initial Term and any Extension Term).

All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

11. Termination

If Tenant's operations, antenna, or frequency usage physically obstructs or interferes with the radio communications of the Landlord's public health and safety operations, the Landlord shall provide Tenant with prior written notice of such interference and thirty (30) days to cure the interference. If Tenant cannot cure the interference within said thirty (30) day period, Landlord may terminate the Agreement by giving ten (10) days' written notice to Tenant. Landlord represents and warrants that Tenant's Communication Facility as depicted on Exhibit A and the Permitted Use will not cause any physical obstruction of Landlord's public health and safety operations.

After the Initial Term of five (5) years, either party shall have the right to terminate this Agreement, or any extension thereof, at any time upon giving the other party sixty (60) days' written notice by certified mail. If this Agreement is terminated, Rent and other charges shall be prorated as of the date of termination.

At the termination of this Agreement, Tenant shall remove their property and equipment from the Premises and if Tenant fails to do so within one hundred twenty (120) days of the termination of the Agreement in accordance with Section 5, then Tenant's property on the Premises becomes the property of the Landlord.

12. Indemnification

Tenant shall indemnify and hold Teton Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of Tenant or its employees or agents, or directly resulting from the installation, use, maintenance, repair or removal of Tenant's Communication Facility upon the Property. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of Landlord or its employees or agents. Nothing in this Article shall require either party to indemnify the other party against each other party's own willful misconduct or negligence. Tenant may self insure this coverage.

13. Insurance

Tenant shall maintain in full force and effect commercial general liability insurance with limits of One Million Dollars combined single limit for bodily injury or death/property damage arising out of any one occurrence and in the aggregate covering Tenant's work and operations upon the Property, and commercially reasonable property and casualty insurance covering Tenant's Communication Facility. Tenant may self insure this coverage.

14. Assignment/Sublease.

Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

15. Default

Tenant shall be in default if (i) Tenant fails to make a payment of Rent when due and such failure continues for thirty (30) days after the Landlord notifies Tenant in writing of such failure; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within

forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. Condemnation

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

17. Casualty.

Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to active a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

18. Warranties.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license. (ii) the Property

is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement. Landlord will provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement, and upon request by Tenant.

19. Environmental.

(a) Landlord represents and warrants that (i) the Property, as of the Effective Date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims") to the extent arising from that party's breach of its obligations or representations under Section 19(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omission of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 19 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 19 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

20. Notices.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Landlord: Teton County, Wyoming
Attn: Commissioners
P.O. Box 3594
Jackson, WY 83001

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: PCTLIDU4349
Cell Site Name: Rafter J / Teton County Animal Shelter (WY)
Fixed Asset No: 10549937
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to AT&T Legal Department:

If sent via registered or certified mail to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: PCTLIDU4349
Cell Site Name: Rafter J / Teton County Animal Shelter (WY)
Fixed Asset No: 10549937
P.O. Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: PCTLIDU4349
Cell Site Name: Rafter J / Teton County Animal Shelter (WY)
Fixed Asset No: 10549937
16331 NE 72nd Way
Redmond, WA 98052-7827

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

21. Performance

This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event either

party shall be required to bring an action to enforce its rights pursuant to this Agreement, the substantially prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees, incurred. Venue shall be the Ninth Judicial District of the State of Wyoming. Except for indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

22. Entire Agreement/Amendment

This Agreement constitutes the entire agreement between the parties and it may not be amended except by agreement in writing signed by the parties hereto.

23. Binding Severability

This Agreement shall be binding upon the parties hereto and their successors and assigns in interest of the facilities set forth herein. In the event any portion of this Agreement shall be deemed unenforceable for any reason, such determination shall not affect the enforceability of any of the remainder of the provisions of this Agreement, which shall remain in full force and effect.

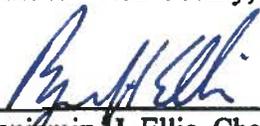
24. No Third Party Beneficiary Rights

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and agree that only the parties signatory to this Agreement shall have any legal or equitable right to enforce this Agreement, or to seek any remedy arising out of the breach of this Agreement.

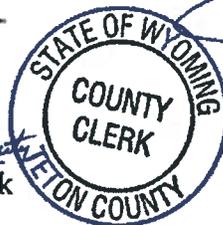
IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Board of Commissioners of Teton County, Wyoming,
on behalf of Teton County, Wyoming

By: 
Benjamin H. Ellis, Chair

Attest: 
for Sherry Daigle, Teton County Clerk



Date: 5-15-2012

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: 

Print Name: Dennis Neal

Its: Area Manager, R.E.F. Construction

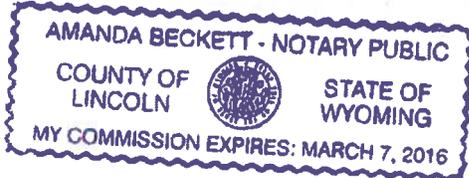
Date: May 29, 2012

LANDLORD ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF TETON

The foregoing instrument was acknowledged before me this 15th day of May, 2012, by **Benjamin H. Ellis, Chair of Board of County Commissioners** of Teton County, on behalf of Teton County, a duly organized county of the State of Wyoming.

Amanda Beckett
Name: Amanda Beckett
Notary Public



Serial No.: _____

My Commission Expires: 3.7.16

TENANT ACKNOWLEDGMENT

STATE OF Colorado
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 29th day of May, 2012, by Dennis Neal, _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the company.

Erin McLaughlin
Name: Erin McLaughlin
Notary Public



Serial No.: 20114022143

My Commission Expires: 4/20/2015

