



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 5, 2019

AGENDA TITLE: Consideration of a Motion to authorize the City Manager to enter into a 10-year lease containing an option to extend the lease term for an additional 10 years with Verizon Wireless, LLC., to install, maintain, and operate communication equipment located at 1360 Gillaspie Drive known as the South Boulder Recreation Center, for telecommunication purposes.

PRESENTERS

Jane S. Brautigam, City Manager
Yvette Bowden, Director, Parks and Recreation Department
Alison Rhodes, Deputy Director, Parks and Recreation Department
Bryan Beary, Recreation Manager, Parks and Recreation Department

EXECUTIVE SUMMARY

This item seeks City Council review and considered approval of a 10-year lease containing an option to extend the lease term for an additional 10 years with Verizon Wireless, LLC., to install, maintain, and operate communication equipment located at 1360 Gillaspie Drive, known as the South Boulder Recreation Center, for telecommunication purposes.

The proposed agreement (**Attachment A**) grants approximately 440 square feet of equipment space adjacent to the building and space on the roof of the building for Verizon Wireless to install communications equipment. Verizon Wireless use of the premises is subordinate to the City use of the property as a recreation center.

This agreement is presented to City Council for review and considered approval based on the 10-year length of the agreement.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to approve the Agreement between the City of Boulder and Verizon Wireless and authorize the City Manager to make minor amendments prior to or during the term of this agreement in order to ensure that the lease is managed in a manner that is consistent with applicable laws and the policies and regulations of the City of Boulder.

COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS

- Social - Verizon Wireless' intent for deploying this installation is to improve network reliability and coverage for customers in the community.

OTHER IMPACTS

- Fiscal & Staff time - The department and the City Attorney negotiated in good faith with representatives from Verizon Wireless to develop the agreement. An existing staff member will be responsible for contract management. As such, the lease will generate an estimated \$30,000 in revenue annually, offset by very little expense.

BOARD AND COMMISSION FEEDBACK

This agreement was presented to the Parks and Recreation Advisory Board (PRAB) on January 28, 2019 as a Discussion/Information Item. The agreement was then presented at the February 25, 2019 PRAB meeting as an Public Hearing/Action Item and was unanimously approved by a quorum of five members.

At the January meeting, the PRAB asked staff to investigate whether this lease agreement would make the property use exclusive to Verizon Wireless.

Staff research has found that cooperation to accommodate co-location is requirement of the Zoning Application, to which Verizon Wireless (VZW) submitted the following response:

“Co-location of Facilities: *No wireless communications facility owner or lessee or officer or employee thereof shall fail to cooperate in good faith to accommodate other competitors in their attempts to use the same building for other wireless communications facilities. If a dispute arises about the feasibility of accommodating another competitor, the city manager may require a third party technical study, at the expense of either or both parties, in the discretion of the manager, based upon the relative fault of the parties, to resolve the dispute.*

Response: *VZW will cooperate in good faith to accommodate other competitors in their attempts to use the same building for other antennas.”*

PUBLIC FEEDBACK

Based on the administrative review process for Planning & Development Services, no public input has been solicited or received concerning the site plans.

A public hearing on the agreement took place at the February 25, 2019 meeting of the Parks and Recreation Advisory Board. No public comment was received during the hearing.

BACKGROUND

Verizon Wireless initially approached the department in 2016 with an interest in leasing rooftop space at the South Boulder Recreation Center (SBRC) for the purpose of improving telecommunications network coverage and reliability in the surrounding area – particularly oriented south towards Fairview High School and west towards the Devil’s Thumb-Rolling Hill neighborhood.

As noted in the attached site plans (**Attachment B**) Verizon Wireless proposes to surface mount antennas on brick facades at the northwest corner of the rooftop and create a screened barrier to enclose antennas at the south end of the rooftop. In response to comments from Planning and Development Services, these antenna elements and barriers were designed to match existing materials, facades, and finishes of the building.

The lease also includes an area of approximately 440 square feet adjacent to the building, designed to house Verizon Wireless equipment cabinets associated with the antennas. Located within the easternmost footprint of the SBRC patio area, this space has historically been utilized to store miscellaneous pool items and not available to facility patrons. The equipment cabinets are proposed to be placed behind a screened wrought-iron fence, designed and installed by Verizon Wireless, to match the aesthetic of the existing fencing on the patio.

Staff have worked closely with Verizon Wireless consultants for the past three years to collaborate on design feasibility and function. The Facility and Asset Management (FAM) workgroup has been involved throughout the entire design and engineering process to ensure that adequate access and protection is afforded to existing rooftop equipment and that roofing warranties remain in effect.

Administrative Review for a ‘Minor Modification to Approved Plan’ (**Attachment C**) and for ‘Wireless Communications Facilities’ (**Attachment D**) have been conducted and approved by Planning and Development Services. Based on the P&DS review process, no public input has been solicited or received concerning the site lease agreement to date.

ANALYSIS

Staff believes that the site lease agreement negotiated with Verizon Wireless is mutually beneficial. The lease agreement allows Verizon Wireless to install surface mounted antennas on the existing recreation center building, and to construct an equipment enclosure adjacent to this same building. All installation, engineering and construction costs will be paid by Verizon Wireless. Electrical power consumption costs will be paid by Verizon Wireless directly or through a sub-meter.

As compensation for related staff costs associated with review of the agreement, Verizon Wireless will make an initial payment of \$2,000 for administrative costs. Upon commencement of the agreement, monthly rental payments of \$2,500 will be paid for the first 5 years of the lease and, commencing with the fifth anniversary of the agreement, the annual rent for each 5-year lease period will be increased by 10% over the annual rental due during the immediately preceding 5-year lease period. In comparison with existing agreements in place for telecommunication leases at other city facilities, this rental payment and ‘escalator’ percentage rate would be the highest citywide.

Verizon Wireless is requesting a 10-year lease with the City in order to ensure reliable coverage for a definite period of time, and to support return on this investment, estimated at \$800,000 for the site. At the end of the initial 10-year term, the City may terminate the lease or automatically extend the agreement for 2 additional 5-year terms.

In line with the department’s comprehensive approach to asset management, the life-cycle and facility condition of the SBRC was considered when negotiating this agreement. Accordingly, provisions have been included to allow for relocation of Verizon Wireless equipment during and after the completion of any facility potential maintenance, repair, or renovation.

Electronic interference with City communications equipment and assets has also been considered, and provisions have been made in the agreement to limit measurable interference generated by Verizon Wireless equipment. Response steps and time periods to remedy and study interference based on reasonable inquiry and evaluation have been included as well.

The department and the City Attorney negotiated in good faith with representatives from Verizon Wireless to develop the agreement. An existing staff member will be responsible for contract management. As such, the lease will generate an estimated \$30,000 in revenue annually, offset by very little expense. In addition, Verizon Wireless' intent for deploying this installation is to improve their reliability and coverage for customers in the community.

ATTACHMENTS

Attachment A – Proposed Lease Agreement

Attachment B – Final Land Use Drawing

Attachment C – Administrative Review: Minor Modification to Approved Plan

Attachment D – Administrative Review: Wireless Communications Facilities

LAND AND ROOFTOP LEASE AGREEMENT

South Boulder Recreation Center

This Land and Rooftop Lease Agreement (the "Agreement") made this _____ day _____, 20__, (the "Effective Date") between the City of Boulder, a Colorado home rule municipality with a principal office located at 1777 Broadway, Boulder, CO 80302, hereinafter designated LESSOR or "City" and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

BACKGROUND

LESSOR owns the park land property located at 1360 Gillaspie Drive, in the City of Boulder, County of Boulder, State of Colorado known as the South Boulder Recreation Center and more particularly described in Exhibit A and B (the "Property" or "Building"). LESSEE wishes to lease the Property to install, maintain and operate its communications equipment upon the Property.

City of Boulder Charter section 164 requires city council approval of any lease in or on park lands as well as the affirmative vote of at least four members of the parks and recreation advisory board.

Furthermore, City of Boulder Charter section 111 limits leases to twenty-year terms. Terms greater than 20 years and up to a maximum of 30 years may be granted upon approval by a two-thirds vote of all council members if the tenant makes significant improvements to the property that the council finds provide a public benefit.

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon a portion of the property and in and/or upon that certain building or facility owned, leased or controlled by LESSOR at 1360 Gillaspie Drive, Boulder, CO 80305 (the "Property" or "Building"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. LESSEE's communications equipment will be installed on a portion of the Property consisting of approximately 440 square feet of equipment space adjacent to the Building ("Equipment Space") and space on the roof of the Building (collectively, the "Premises"). The Premises are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. LESSEE's use of the Premises is in connection with its federally licensed communications business and must be without interference to the LESSOR's use of the Property and for no other purpose. The use is limited to the space on the portion of the Premises identified in Exhibit "B". LESSEE's use of the Premises is subordinate to the LESSOR's use of the Property as a recreation center serving the residents and properties of the City and surrounding areas. Nothing herein shall be

construed as granting authority to the LESSEE to interfere, obstruct, delay or hinder the LESSOR's use of the Property.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 10 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be on whichever is earlier of either March 1, 2019 or the first day of the month following commencement of construction.

3. EXTENSIONS. This Agreement shall automatically be extended for 2 additional 5 year terms unless either Party terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$30,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 1777 Broadway, Boulder, CO 80302 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(b). Commencing on the fifth anniversary of the Agreement, the annual rent for each 5 year lease period, including any extension terms, shall be increased by 10% over the annual rental due during the immediately preceding 5 year lease period.

(c). LESSEE shall pay, as additional rent, a one-time fee of \$2,000.00 in order to compensate LESSOR for administrative costs accrued to review this Agreement. The additional rent due under this Section 4 shall be paid within 90 days after the Commencement Date.

(d). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment as depicted on Exhibit "B". However, LESSEE must provide LESSOR prior notification and approval to get on roof of Premises because of alarms.

LESSEE may use this access for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. Without limitation, the Premises will include certain space outside the building for LESSEE's equipment cabinets, on the roof of the building for antennas or elsewhere on the building, specifically including cable runs from the antennas to the equipment, sufficient for the installation, operation and maintenance of communications equipment all as depicted in Exhibit "B". Notwithstanding anything to the contrary, the Premises shall include (1) such additional space necessary for the installation, operation and maintenance of wires, cables and conduits from the equipment cabinets and to all necessary electrical sources located within the Property or the nearest public right of way, which routes for electrical and fiber are illustrated on Exhibit B, and (2) such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 29). All required radio frequency signage and/or barricades are illustrated on Exhibit B. In the event it is necessary, LESSOR agrees to grant LESSEE or the utility provider the right to install additional fiber on, through, over and/or under the Property, provided the location of such fiber shall be reasonably approved by LESSOR after receipt and review of drawings which specifically identify any new routes for fiber to the Premises. LESSOR shall provide LESSEE seventy-two (72) hours' notice prior to any construction, installation of equipment, or other activity permitted in this Agreement which occurs outside of the Premises. Under no condition, shall LESSEE's equipment be any higher than ten feet above the roof deck.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE free of debris. LESSOR represents that to the best of its knowledge, as of the Effective Date, the structure of the building (including without limitation the roof, foundations exterior walls) are (a) in good operating condition and free of any leakage; (b) in compliance with all Laws, and (c) in compliance with all EH&S Laws (as defined in Paragraph 26). LESSOR's designated roofer shall inspect the roof prior to any work by LESSEE to verify its then-existing condition. Additionally, to the extent that the LESSEE'S Use will require any roof penetrations, LESSOR's designated roofer will complete all work associated with those penetrations and inspection at LESSEE's sole cost, so as to preserve the LESSOR's warranties.

7. ELECTRICAL.

(a). If permitted by the local utility company serving the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly.

(b). If an electrical meter is not permitted, then LESSEE may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and shall pay the utility company directly if permitted by the utility company.

(c). In the event a sub-meter is installed and the utility company will not permit LESSEE to pay the utility company directly, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on a monthly basis. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility, without mark up or profit.

(d). All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to LESSEE within 30

days following the conclusion of each month. Upon written request from LESSEE, LESSOR shall provide copies of electricity bills received by LESSOR during any period that LESSOR submits invoices to LESSEE for reimbursement and for that same period LESSOR shall provide documentation of the sub-meter readings applicable to such periods. LESSEE shall pay each invoice within 45 calendar days after receipt of the invoice from LESSOR.

(e). LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premise.

8. IMPROVEMENTS. The communications equipment including, without limitation, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be in accordance with the terms of this Agreement. Subject to the paragraph below, LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

As part of the Premises, LESSEE shall use the Equipment Space, which shall be the portion of the Premises that will accommodate the communications equipment of the Tenant in the location identified on Exhibit "B". Prior to the installation of the Equipment Space, or any changes thereto for which the Boulder Revised Code requires a permit, LESSEE will supply the City with plans and specifications for review and approval prior to commencement of construction. LESSEE agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Equipment Space. LESSEE may modify, supplement, replace, upgrade, or expand the equipment within the Equipment Space as defined herein. LESSEE may not however, increase the number of antennas or location of antennas on any antenna mast or portion thereof designated on Exhibit "B" without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. LESSEE may make such alterations to the Premises to insure that LESSEE's communications facility complies with all applicable federal, state or local laws, rules or regulations. LESSEE shall be solely responsible for all costs, fees and taxes due related to the construction of its communications facility. At the City's discretion, upon expiration or earlier termination of this Agreement, the Equipment Space (excluding LESSEE's communications equipment) shall become the property of the City and part of the improvements to the Property owned by the City or LESSEE shall remove the addition in accordance with Section 16.

9. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, satisfactory structural analysis of the building or other structure, or any other due diligence LESSEE reasonably chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

10. TERMINATION. This Agreement may be terminated, without penalty or further liability unless indicated otherwise, as follows:

(a) by LESSOR if LESSEE fails to cure a default of any of the terms of this Agreement within a reasonable time after the applicable notice and cure periods as set forth in section 24 of this Agreement. For a default related to Interference, as set forth in section 15(e), a reasonable time shall be no more than ninety (90) days from the date LESSEE receives notice of default from the LESSOR;

(b) by LESSEE upon written notice to LESSOR, if LESSEE is unable to obtain, or maintain, any Government Approval necessary for the construction or operation of the Use, or if LESSEE determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by LESSEE upon written notice to LESSOR for any reason or no reason, at any time prior to commencement of construction by LESSEE.

(d) by LESSEE upon sixty (60) days prior written notice to LESSOR for any reason or no reason, so long as LESSEE pays LESSOR a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by LESSEE under any one or more of sections 10(a) & 10(b) Termination, 15 Interference, 26(b) Environmental, or 27 Casualty;

(e) by LESSOR, after the tenth (10th) lease year: (i) for any reason or no reason, upon at least twelve (12) months prior written notice to LESSEE; or (ii) an election by LESSOR to terminate this Agreement in the event of the closing of a sale of a fee interest in the Property to a third party; provided, LESSOR must deliver prior written notice to LESSEE of its intention to keep or terminate this Agreement within ten (10) days of its final determination to sell the Property but in no event shall such written notice be less than six (6) months prior to the proposed termination date.

11. MAINTENANCE. LESSEE will maintain the Premises and LESSEE's communication equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LESSEE will be responsible for LESSEE's own telephone and fiber optics service. LESSOR shall maintain and repair the Property and access thereto in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

12. INTENTIONALLY DELETED.

13. INSURANCE.

(a). LESSEE shall obtain and keep in force, at its own cost and expense, during the Term, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Worker's Compensation Insurance as required by law; and (iii) Commercial General Liability (CGL) insurance with respect to its activities on the Premises with a limit of Three Million Dollars (\$3,000,000) per occurrence for bodily injury and property damage and Three Million Dollars (\$3,000,000) general aggregate. LESSEE's CGL insurance shall contain a provision including LESSOR as an additional insured as their interest may appear under this Agreement.

(b). LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the building with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

14. INTENTIONALLY DELETED.

15. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (303-441-3449), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

(d). For purposes of this Agreement, "Interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the LESSEE's Use. Further, interference includes radio frequency interference originating from equipment that measurably impairs the operation of any of the LESSOR's or any LESSEE's radio receivers, equipment or antennas. Interference can be continuous or intermittent.

(e). If LESSOR, based on reasonable inquiry and evaluation, becomes aware of a potential interference problem caused directly or indirectly, wholly or partially, by LESSEE's equipment or operations, LESSOR may require LESSEE to reimburse LESSOR for the cost of an interference study, to include radio frequency measurements. The study shall be conducted by a consulting engineer or other expert mutually agreed upon by the Parties. If the interference study concludes that the problem or a potential problem is caused directly or indirectly, wholly or partially by LESSEE's equipment or operations, LESSEE shall immediately take all necessary steps to mitigate the interference. If the interference study concludes that the problem or a potential problem is not being caused by LESSEE's equipment, then LESSEE

shall not be required to pay for the cost of the study. If the interference is caused by LESSEE's equipment and is not resolved within 90 days of the date LESSEE receives written notice of such interference, LESSOR may terminate this lease as provided herein.

16. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

17. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

18. RIGHT OF FIRST REFUSAL. If at any time after this Agreement is fully executed, LESSOR receives an offer or letter of intent that it intends to act on from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer or by effectuating more favorable terms to LESSOR. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the

Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Subject LESSOR's rights under Section 10(e), should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

20. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

21. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

22. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 15, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Boulder
1777 Broadway
Boulder, CO 80302
Attn: City Manager

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. INTENTIONALLY DELETED.

24. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after receiving written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice. The cure periods set forth in this Paragraph 24 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15(e) of this Agreement.

25. INTENTIONALLY DELETED.

26. ENVIRONMENTAL.

(a) The Parties 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 ("EH&S Laws"), 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) In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location upon written notice to LESSOR. LESSEE shall not be responsible for any remediation costs associated with any such hazardous substances that do not result from its activities.

27. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

28. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

29. GOVERNING LAW. This Agreement will be governed by the laws of the state of Colorado with venue in the 20th Judicial District.

30. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property, if any, or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

31. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties also agree that the LESSOR must comply with the Colorado Open Records Act. Therefore, to the extent permitted by law, the Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. Each Party may, without obtaining the other's consent, provide such copies or make such disclosures to Authorized Entities if such information pertains to that Authorized Entity.

32. INTENTIONALLY DELETED.

33. RELOCATION. Upon request of the LESSOR, LESSEE agrees to relocate its equipment at its own cost, on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair, major or minor renovations, or similar work at the Property or in the Building provided:

- (a) The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- (b) LESSOR gives LESSEE at least sixty (60) days written notice prior to requiring LESSEE to relocate;
- (c) LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable

determination, to place a temporary installation on the Property during any such relocation so long as LESSEE obtains LESSOR's permission.

- (d) Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

34. NON-WAIVER. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of LESSOR, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

35. NO OWNERSHIP OR PROPERTY RIGHTS. Nothing contained in this Agreement, including the use of the Premises or other action of the LESSEE or any payments made under this Agreement, create or vest in the LESSEE any ownership or property rights in the Premises, the addition to the building, or any property interest of LESSOR.

36. INDEMNIFICATION. LESSEE agrees to indemnify, defend and hold LESSOR harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly or indirectly from acts or omissions to act of LESSEE, or the construction, installation, use, maintenance, repair or removal of the LESSEE's equipment, except to the extent that such injury, loss, damage or liability (or claims in respect to the foregoing) are the result of the negligence or willful misconduct of the LESSOR.

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

37. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name,

trademarks, service marks or trade names of the other for any purpose whatsoever. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

The City of Boulder

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

City Clerk _____

APPROVED AS TO FORM:

City Attorney's Office

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

[illegible]

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 20__, by _____ as _____ of City of Boulder.

Witness my hand and official seal.
My commission expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 20__, by _____ as _____ of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless.

Witness my hand and official seal.

Notary Public

EXHIBIT "A"

DESCRIPTION OF PROPERTY

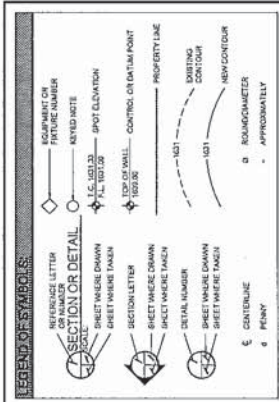
Lots 1 through 9, inclusive, Block 17,
Table Mesa Second Addition,
County of Boulder, State of Colorado.

And Beginning at the South $\frac{1}{4}$ corner of Section 8, Township 1 South, Range 70 West of the 6th P.M., Thence South $89^{\circ}48'52''$ West, 290.00 feet along the South line of the Southwest $\frac{1}{4}$ of said Section 8; thence North $00^{\circ}04'51''$ East, 211.51 feet; thence North $19^{\circ}19'18''$ East, 145.00 feet; thence North $38^{\circ}33'45''$ East, 280.00 feet; thence North $51^{\circ}26'15''$ West, 100.00 feet; thence North $38^{\circ}33'45''$ East, 1313.34 feet to a point of curve; thence Northerly 172.59 feet on the arc of a curve to the left, said curve having a radius of 480 feet and a central angle of $20^{\circ}36'07''$; thence North $89^{\circ}45'02''$ East, 545.93 feet on a non tangent line parallel to the South line of the Southeast $\frac{1}{4}$ of said Section 8; thence South $00^{\circ}06'40''$ West, 434.23 feet to a point on the North line of the Junior High School site extended Westerly; as described in the deed recorded in Book 1162, Page 386 of the Boulder, County, Colorado, records; thence East 25.00 feet along the North line of the Junior High School site extended Westerly to a point on the West line of the East half of the Southeast $\frac{1}{4}$ of said Section 8 at the intersection of the North line of said Junior High School site; thence South $00^{\circ}06'40''$ West, 534.28 feet along the West line of the East half of the Southeast $\frac{1}{4}$ of said Section 8, also being the West line of said Junior High School site; thence South $89^{\circ}45'02''$ West, 359.28 feet parallel to the South line of the Southeast $\frac{1}{4}$ of said Section 8; thence South $23^{\circ}47'27''$ West, 383.82 feet; thence South $11^{\circ}57'02''$ West, 495.65 feet to a point on the South line of the Southeast $\frac{1}{4}$ of said Section 8; thence South $89^{\circ}45'02''$ West, 706.92 feet on the South line of the Southeast $\frac{1}{4}$ of said Section 8 to the South $\frac{1}{4}$ corner of said Section 8 and the Point of Beginning, County of Boulder, State of Colorado.

EXHIBIT "B"

PREMISES

See attached.



PLANNING & DEVELOPMENT SERVICES
APPROVED
FINAL LAND USE DRAWING
DATE: 9/17/18
CASE MANAGER: [Signature]

FORMAL DOCUMENTATION
Case No. ADR2018-020358 ADR2018-02038

STRUCTURAL DESIGN CRITERIA

1. ALL LOADS SHOWN ON THIS DRAWING ARE BASED ON THE FOLLOWING ASSUMPTIONS: 2017A, ASCE 7-10, AND 2017B, ASCE 7-10. THE DESIGNER HAS ASSUMED THAT THE BUILDING IS TO BE USED AS A SINGLE-FAMILY RESIDENCE. THE DESIGNER HAS ASSUMED THAT THE BUILDING IS TO BE USED AS A SINGLE-FAMILY RESIDENCE. THE DESIGNER HAS ASSUMED THAT THE BUILDING IS TO BE USED AS A SINGLE-FAMILY RESIDENCE.
2. THE BUILDING SHALL BE DESIGNED TO RESIST THE FOLLOWING LOADS: 2017A, ASCE 7-10, AND 2017B, ASCE 7-10. THE DESIGNER HAS ASSUMED THAT THE BUILDING IS TO BE USED AS A SINGLE-FAMILY RESIDENCE. THE DESIGNER HAS ASSUMED THAT THE BUILDING IS TO BE USED AS A SINGLE-FAMILY RESIDENCE. THE DESIGNER HAS ASSUMED THAT THE BUILDING IS TO BE USED AS A SINGLE-FAMILY RESIDENCE.

GENERAL CONTRACTOR NOTES

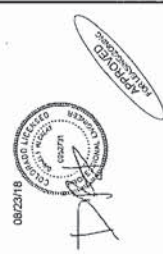
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK.
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GENERAL CONTRACTOR NOTES

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ANTENNA MOUNTING & WIRING INSTALLATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK.
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verizon
3121 SANITARY CO. DRIVE, SUITE 100
DENVER, CO 80202

15 INFRASTRUCTURE
AZ - CA - CO - ID - MN - NV - TX -
DEN DEVIL'S THUMB (ALT 1)
EXISTING BUILDING
ROOFTOP COMMUNICATION SITE

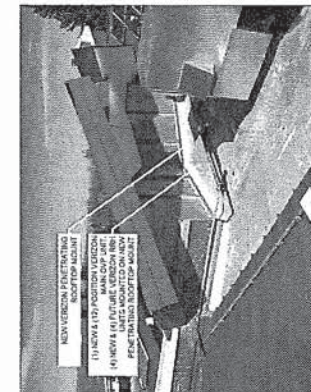
1360 GILLASPIE DRIVE
BOULDER, COLORADO 80505
BOULDER COUNTY

SPECIFICATION & PHOTO SHEET

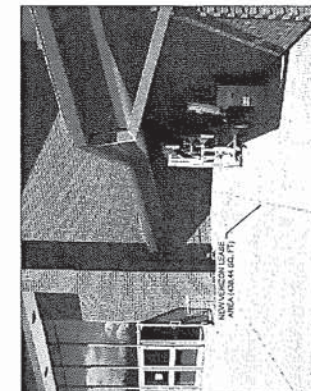
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DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



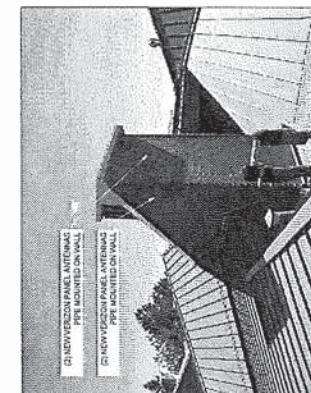
VIEW OF NEW ANTENNA SCREEN WALL
(LOOKING EAST)



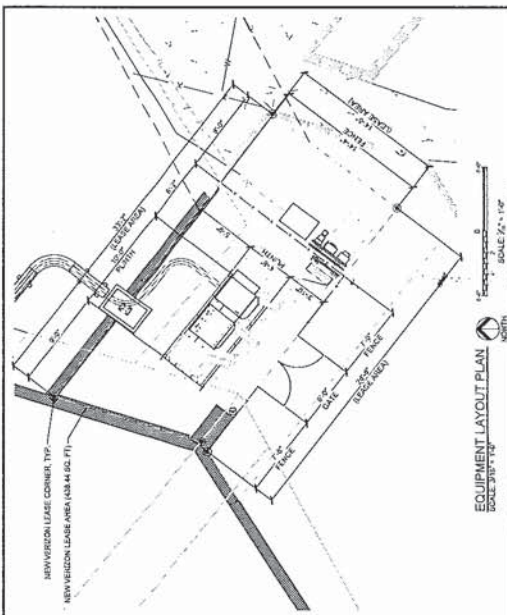
VIEW OF NEW LEASE AREA
(LOOKING NORTHEAST)



VIEW OF NEW LEASE AREA
(LOOKING NORTHWEST)



VIEW OF NEW X & Z SECTORS
(LOOKING NORTHEAST)

[illegible]

PLANNING & DEVELOPMENT SERVICES

APPROVED

FINAL LAND USE DRAWING

DATE 01/17/18

CASE NUMBER 1002018-000254-AR02018-00038

John Smith

FORMAL DOCUMENTATION

CASE No. 1002018-000254-AR02018-00038

John Smith

CITY OF SAN JOSE

Item 3C. Verizon Agreement

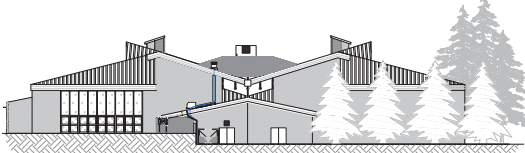


DEN DEVIL'S THUMB (ALT 1)

PROJECT NO. 20141022915

PUBLIC RECORD PARCEL NO. 157708000001

1360 GILLASPIE DRIVE
BOULDER, COLORADO 80305
BOULDER COUNTY



EXISTING BUILDING
ROOFTOP COMMUNICATION SITE

BUILDING CODE SUMMARY:	
ALL CONSTRUCTION SHALL CONFORM TO THE FOLLOWING APPLICABLE CODES:	
USED	Code Year / Type (ORDINANCE)
X	2015 INTERNATIONAL BUILDING CODE (IBC)
X	2015 UNIFORM PLUMBING CODE (WPC CHAP. 13) (UPC)
X	2015 INTERNATIONAL FUEL GAS CODE (IFGC)
X	2015 INTERNATIONAL RESIDENTIAL CODE (IRC)
X	2015 INTERNATIONAL MECHANICAL CODE
X	2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
X	2015 INTERNATIONAL FIRE CODE (IFC)
X	2017 NATIONAL ELECTRICAL CODE (NEC)
REFER TO BUILDING PERMIT DOCUMENTS AND ALL CONSTRUCTION DOCUMENTS FOR ADDITIONAL CODE REQUIREMENTS.	

08/23/18



THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF JS INFRASTRUCTURE PARTNERS, LLC AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

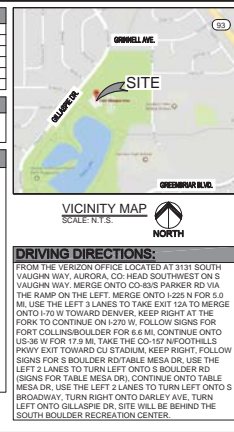
SHEET INDEX	
SHEET	TITLE
T1	TITLE SHEET
SP1	SPECIFICATION & PHOTO SHEET
L51	SITE SURVEY
L52	SITE SURVEY
Z1	SITE PLAN & SETBACK SITE PLAN
Z2	ENLARGED SITE PLAN & EQUIPMENT LAYOUT PLAN
Z3	ELEVATIONS
RPT	AIRBORNE PHOTOGRAPHY & PHOTO VIDEO CHILE DOWNS & CONT

PROJECT INDEX:	
REVISION	DESCRIPTION
0	CONSTRUCTION DEPARTMENT
0	3131 VAUGHN WAY, SUITE 550
0	AURORA, COLORADO 80014
0	CONTACT: MARK WILSON
0	PHONE: 303-405-9024
0	EMAIL: Mark.Wilson@verizon.com
0	ENGINEERS/DESIGNERS:
0	JS INFRASTRUCTURE PARTNERS
0	1746 SHAW CENTER DR, 4TH FLOOR
0	HIGHLANDS RANCH, CO 80129
0	CONTACT: STEVE HAAG
0	PHONE: 303-483-2194 EXT. 151
0	ALURA LAND CONSULTANTS
0	6551 S. REVERE PARKWAY, SUITE 165
0	CENTENNIAL, CO 80111
0	CONTACT: JESSE LUGO
0	PHONE: 720-488-1303
0	CONTRACT: AD
0	KAPPA CONSULTING
0	200 HEDBERG DRIVE
0	BOULDER, CO 80509-7004
0	CONTACT: ANN CLOSSER
0	PHONE: 303-454-1432
0	EMAIL: aclosser@comcast.net

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

PROJECT INFORMATION:	
OWNER:	CITY OF BOULDER P.O. BOX 791 BOULDER, COLORADO 80306 CONTACT: BRYAN BEARY, RECREATION MANAGER, DISTRICT SERVICES PHONE: 303-413-7273
JURISDICTION:	CITY OF BOULDER 1777 BRADWAY BOULDER, COLORADO 80302 PLANNING AND DEVELOPMENT SERVICES CONTACT: CAROLYN FAHEY, ASSOCIATE PLANNER PHONE: 303-441-1880 157708000001
PUBLIC RECORD PARCEL NO.:	157708000001
FCC COMPLIANCE:	RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.
ADA COMPLIANCE:	THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

GEOGRAPHIC COORDINATES:	
LATITUDE:	39°58'28.84"N
LONGITUDE:	105°14'55.42"W
LATITUDE:	39°58'28.98"N
LONGITUDE:	105°14'55.87"W
LATITUDE:	39°58'28.27"N
LONGITUDE:	105°14'54.50"W
ABBREVIATED LEGAL DESCRIPTION:	
SHRINE WITHIN LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 12, TABLE MESA SECOND ADDITION, COUNTY OF BOULDER, STATE OF COLORADO.	
PROJECT DESCRIPTION:	
THIS PROJECT CONSISTS OF THE FOLLOWING: INSTALLATION <ul style="list-style-type: none">• ONE (1) NEW COMSCOPE RBA72-36 CABINET MOUNTED ON MANUFACTURED PLINTH• ONE (1) NEW COMSCOPE RBA72-30 CABINETS MOUNTED ON MANUFACTURED PLINTH• ONE (1) NEW MANUFACTURED GALVANIZED PLINTH FOR EQUIPMENT CABINETS MOUNTED TO EXISTING CONCRETE PAD• ONE (1) NEW PENETRATING ROOFTOP MOUNT• ONE (1) NEW PENETRATING ANTENNA SCREEN• EIGHT (8) NEW PANEL ANTENNAS• TWO (2) NEW MARK CVP UNITS• SIX (6) NEW RRH UNITS• FIVE (5) NEW LOW INDUCTANCE HYBRID CABLES• TWENTY FOUR (24) NEW 12" COAX CABLES• NEW WROUGHT IRON FENCE ENCLOSURE WITH GATE WITH LOW VISIBILITY FABRIC SCREENING• NEW ROOF HATCH GUARDRAIL• ONE (1) NEW GENERATOR PLUGFUTURE<ul style="list-style-type: none">• ONE (1) FUTURE COMSCOPE RBA72-30 CABINETS MOUNTED ON MANUFACTURED PLINTH• SIX (6) FUTURE RRH UNITS	



3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:

AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT ADDRESS:

DEN DEVIL'S THUMB (ALT 1)
EXISTING BUILDING
ROOFTOP COMMUNICATION SITE

SHEET TITLE:

TITLE SHEET

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING & ZONING	08/23/18	SAZ	

DATE: 8/23/2018 3:46 PM

SHEET NUMBER: T1

GENERAL PROJECT NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTORS RESPONSIBILITY.

2. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.

4. EXCESS SOIL MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.

5. CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEVATIONS AS NECESSARY TO ENSURE A SITE FREE OF DRAINAGE PROBLEMS.

6. CONTRACTOR SHALL COORDINATE A CONSTRUCTION LAYDOWN AREA WITH THE PROPERTY OWNER. CONSTRUCTION LAYDOWN AREA SHALL BE FENCED IN WITH TEMPORARY (45 DAY) CONSTRUCTION FENCE. THE TEMPORARY FENCE SHALL BE CONSTRUCTED OF 6" HIGH CHAIN LINK FABRIC AND IS TO BE REMOVED AT THE END OF CONSTRUCTION. LAYDOWN AREA IS TO BE RESTORED TO ITS ORIGINAL CONDITION AFTER FENCE REMOVAL.

7. SURVEY INFORMATION SHOWN WAS CREATED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.

8. THESE PLANS DO NOT ADDRESS THE SAFETY AND STABILITY OF THE STRUCTURE DURING ASSEMBLY AND ERECTION, WHICH ARE THE RESPONSIBILITY OF THE ERECTOR, BASED ON THE MEANS AND METHODS CHOSEN BY THE ERECTOR.

9. NEW EQUIPMENT COMPOUND SHALL BE COVERED W/ 4" CRUSHED ROCK INSTALLED OVER CLIENT-APPROVED WEED BARRIER MATERIAL (IF APPLICABLE). (OR PER BUILT-UP COMPOUND SECTION).

STRUCTURAL DESIGN CRITERIA:

ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2015, ASCE 7-10, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES & ANSI TIA-222-G, STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS.

BUILDING STRUCTURES:

1. WIND LOADS: IBC 2015 §1609 & ASCE 7-10 §6.4 (SIMPLIFIED METHOD)
V_{ult} = 130 MPH
OCCUPANCY CAT. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0

2. SEISMIC LOADS: IBC 2015 §1613 & ASCE 7-10 §12.14 (SIMPLIFIED METHOD)
OCCUPANCY CAT. = II; SITE CLASS = D
V = **Seismic**
R = 1.0 (SINGLE-STORY); 1.1 (TWO STORY); 1.2 (THREE STORY)
S_{DS} = (2/3) S_{MS}
R = 1.5 (ORDINARY PLAIN CONCRETE SHEARWALLS);
6.5 (LIGHT-FRAMED WALLS W/ WOOD STRUCTURAL PANELS);
4.0 (ORDINARY REINFORCED CONCRETE SHEARWALLS)

COMMUNICATION STRUCTURES:

1. WIND LOADS: IBC 2015 §1609, ASCE 7-10 §9.5 & ANSI TIA-222-G
V_{ult} = 130 MPH (3-SEC. GUST)
V = 50 MPH (1' RADIAL ICE)
STRUCTURE CLASS. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0

2. SEISMIC LOADS: IBC 2015 §1613, ASCE 7-10 §12.6 & ANSI TIA-222-G
STRUC. CLASS. = II; OCC. CAT. = II; SITE CLASS = D; IMPORTANCE FACTOR = 1.0
V = **Seismic** (EQUIVALENT LATERAL FORCE PROCEDURE (METHOD 1))
V = **Seismic** (EQUIVALENT MODAL ANALYSIS PROCEDURE (METHOD 2))

GENERAL CONTRACTOR NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK DEFINED UNDER THE REQUEST FOR PROPOSAL (RFP) FOR THIS PROJECT AND ALL ASSOCIATED ATTACHMENTS AND DOCUMENTS PROVIDED.

THE RFP AND ALL ASSOCIATED DOCUMENTS SHALL DEFINE THE COMPLETE PROJECT SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL DOCUMENTS AND IS SOLELY RESPONSIBLE FOR ALL WORK.

ALL DOCUMENTS INCLUDED WITHIN THE PROJECT REQUEST FOR PROPOSAL ARE REQUIRED FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK (EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC.) INDICATED IN ALL DOCUMENTS. THE RFP, VERIZON NETWORK STANDARDS AND PROJECT ADDENDUMS AND CLARIFICATIONS ARE COMPLEMENTARY TO EACH OTHER. THE FORMAT OF THE SPECIFICATIONS AND DRAWING NUMBERING PER DISCIPLINE IS NOT INTENDED TO IMPLY SEGREGATION OF SUB CONTRACTOR WORK. CONTRACTOR SHALL ASSIGN ALL SUB CONTRACTOR WORK AND VERIZON WILL NOT ACCEPT ANY CHANGE ORDERS FOR INTERNAL CONTRACTOR WORK ASSIGNMENTS.

CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTING ALL RFP DOCUMENTS TO THEIR SUB CONTRACTORS. ALL RFP DOCUMENTS ARE REQUIRED TO INDICATE THE PROJECT SCOPE OF WORK. PARTIAL SUB CONTRACTOR DOCUMENT PACKAGES ARE HIGHLY DISCOURAGED. IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS, SPECIFICATIONS, REFERENCED STANDARDS, VERIZON STANDARDS, OR AGREEMENT TERMS AND CONDITIONS THE ARCHITECT/ENGINEER SHALL BE CONTACTED FOR FORMAL INTERPRETATION OF THE REQUIREMENTS. THE CONTRACTOR SHALL BE DEEMED TO HAVE PROVIDED THE DETAILED AND EXPENSIVE INTERPRETATION. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECT/ENGINEER INTERPRETATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO VERIZON.

ANTENNA, MOUNTS & HARDWARE INSTALLATION NOTES:

1. CONTRACTOR TO INSTALL ANTENNA, MOUNTS AND TOWER HARDWARE PER MANUFACTURER'S RECOMMENDATIONS (OR AS REQUIRED BY THE OWNER/PROVIDER).

2. ALL BOLTS SHALL BE TIGHTENED PER ASCE REQUIREMENTS (SEE STEEL NOTES).

3. ANY GALVANIZED SURFACES THAT ARE DAMAGED BY ABRASIONS, CUTS, DRILLING OR FIELD WELDING DURING SHIPPING OR ERECTION SHALL BE TOUCHED-UP WITH TWO COATS OF COLD GALVANIZING COMPOUND MEETING THE REQUIREMENTS OF ASTM A780.

4. ANTENNA MOUNTS SHALL NOT BE USED AS A CLIMBING DEVICE. WORKERS SHALL ALWAYS TIE OFF TO AN APPROVED CLIMBING POINT.

5. SEE ALSO GENERAL ANTENNA NOTES ON SHEET RF1 (IF APPLICABLE).

LEGEND OF SYMBOLS:

REFERENCE LETTER OR NUMBER
SECTION OR DETAIL
SHEET WHERE DRAWN
SHEET WHERE TAKEN
SECTION LETTER
SHEET WHERE DRAWN
SHEET WHERE TAKEN
DETAIL NUMBER
SHEET WHERE DRAWN
SHEET WHERE TAKEN
CENTERLINE
PENNY
EQUIPMENT OR FIXTURE NUMBER
KEYED NOTE
T.C. 1631.33
F.L. 1631.00
SPOT ELEVATION
TOP OF WALL
1639.00
CONTROL OR DATUM POINT
PROPERTY LINE
EXISTING CONTOUR
NEW CONTOUR
ROUND DIAMETER
APPROXIMATELY

PROPOSED WORK COLOR LEGEND

HYBRID & COAX CABLES
DC POWER
FIBER
ANTENNAS
PENETRATIONS
DRIVEWAY
EXISTING ROUTE
LEASE AREA
ACCESS/UTILITY ROUTE
NEW WORK/UTILITY ROUTE
WALL HATCH
EXISTING

08/23/18

APPROVED FOR CONSTRUCTION

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DESIGNED BY

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY

JS INFRASTRUCTURE PARTNERS

AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME

DEN DEVIL'S THUMB (ALT 1)
EXISTING BUILDING
ROOFTOP COMMUNICATION SITE

PROJECT ADDRESS

1360 GILLASPIE DRIVE
BOULDER, COLORADO 80305
BOULDER COUNTY

SHEET TITLE

SPECIFICATION & PHOTO SHEET

REV

DATE

BY

CHK

0

APPROVED FOR LEASING & ZONING

08/22/18

SAD

DATE

8/22/2018 3:46 PM

SHEET NUMBER

SP1

(2) NEW VERIZON PANEL ANTENNAS
PIPE MOUNTED ON WALL

(2) NEW VERIZON PANEL ANTENNAS
PIPE MOUNTED ON WALL

VIEW OF NEW X & Z SECTORS
(LOOKING NORTHEAST)

NEW VERIZON LEASE AREA (438.44 SQ. FT.)

VIEW OF NEW LEASE AREA
(LOOKING NORTHWEST)

NEW VERIZON PENETRATING
ROOFTOP MOUNT

(1) NEW & (12) POSITION VERIZON
MAIN OUP UNIT
(4) NEW & (4) FUTURE VERIZON RRH
UNITS MOUNTED ON NEW
PENETRATING ROOFTOP MOUNT

VIEW OF NEW LEASE AREA
(LOOKING NORTHEAST)

NEW PENETRATING ANTENNA SCREEN
-PAINT RED TO MATCH BRICK WITH GREEN TRIM

VIEW OF NEW ANTENNA SCREEN WALL
(LOOKING EAST)

Item 3C- Verizon Agreement



Legal Description

Title Schedule B Exceptions

2. RESERVATIONS CONTAINED IN THE PATENT FROM: THE UNITED STATES OF AMERICA
RECORDING DATE: FEBRUARY 8, 1881
RECORDING NO: BOOK 59 AT PAGE 171
RECORDING DATE: JANUARY 3, 1891
RECORDING NO: BOOK 75 AT PAGE 488
WHICH AMONG OTHER THINGS RECITES AS FOLLOWS:

ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS.

THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED AS PROVIDED BY LAW. (BLANKET IN NATURE).

3. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT:

SOME PORTION OF SAID LAND IS TIDE OR SUBMERGED LAND, OR HAS BEEN CREATED BY ARTIFICIAL MEANS OR HAS ACCRETED TO SUCH PORTION SO CREATED.

SOME PORTION OF SAND LAND HAS BEEN BROUGHT WITHIN THE BOUNDARIES THEREOF BY AN
AVULSIVE MOVEMENT OF VIELE LAKE OR HAS BEEN FORMED BY ACCRETION TO ANY SUCH PORTION
(BLANKET IN NATURE).

4. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE DEED AS SET FORTH BELOW:
RECORDING DATE: APRIL 24, 1962
RECORDING NO.: BOOK 1227 AT PAGE 212 (BLANKET IN NATURE).

5. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF EASEMENT AND RIGHT OF WAY AS SET FORTH BELOW:
RECORDING DATE: JUNE 26, 1963

RECORDING NO: BOOK 1281 AT PAGE 300 (DOES NOT AFFECT SUBJECT PROPERTY).

8. TERMS, CONDITIONS, RESTRICTIONS, PROVISIONS, NOTES AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILY STATUS, MARITAL STATUS, DISABILITY, HANDICAP, ANCESTRY, ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAW, AND EXTENDING TO THE EXTENT THAT SUCH COVENANTS OR RESTRICTIONS IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT(S) OF SAID SUBDIVISION SET FORTH BELOW:

RECORDING DATE: JANUARY 31, 1964

RECORDING NO: RECEPTION NO. 748607 (PLOTTED HEREON).

7. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, THAT ARE LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILY STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT

RECORDING DATE: JANUARY 31, 1964

RECORDING NO: BOOK 1320 AT PAGE 570 (BLANKET IN NATURE).

8. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY, FROM AND TO ANY PART OF THE LAND ABUTTING UPON SAID HIGHWAY, ALONG OR ACROSS THE LINE AS DESCRIBED IN THE DEED SET FORTH BELOW:

RECORDING DATE: FEBRUARY 14, 1964

RECORDING NO: BOOK 1322 AT PAGE 285 (DOES NOT AFFECT SUBJECT PROPERTY).

9. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: FEBRUARY 14, 1964
RECORDING NO.: BOOK 1322 AT PAGE 291 (NOT A PLOTTABLE ITEM).

10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3528 AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 28, 1969
RECORDING NO.: 928147 (NOT A PLOTTABLE ITEM).

11. A FINANCING STATEMENT AS FOLLOWS:
DEBTOR: CITY OF BOULDER, COLORADO
SECURED PARTY: BANC OF AMERICA LEASING & CAPITAL, LLC
RECORDING DATE: SEPTEMBER 28, 2010
RECORDING NO: 03101510
CONTINUATION RECORDED SEPTEMBER 2, 2015 AT RECEPTION NO. 03471492 (BLANKET IN NATURE)

12. A FINANCING STATEMENT AS FOLLOWS:
DEBTOR: CITY OF BOULDER, COLORADO
SECURED PARTY: BANK OF AMERICA, N.A.
RECORDING DATE: NOVEMBER 10, 2010
RECORDING NO: 03112287 (BLANKET IN NATURE)


13. A FINANCING STATEMENT AS FOLLOWS:
DEBTOR: CITY OF BOULDER, COLORADO
SECURED PARTY: SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
RECORDING DATE: JANUARY 1, 2012
RECORDING NO: 03199585
CONTINUATION RECORDED JANUARY 11, 2017 AT RECEPTION NO. 03568230.
ASSIGNMENT RECORDED APRIL 6, 2015 AT RECEPTION NO. 03437713. (BLANKET IN NATURE)

Certificate of Survey

THIS IS TO CERTIFY THAT THIS TOPOGRAPHIC MAP AND IMPROVEMENTS SHOWN ARE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
REFERENCE IS MADE TO A COMMITMENT FOR TITLE INSURANCE, NUMBER HD499645-043-DF2-DMT
ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, AND HAVING AN EFFECTIVE DATE OF
MARCH 30, 2017. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR
EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR
ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE LESSOR'S
LEGAL DESCRIPTION AND RECORD BOUNDARY ARE SHOWN HEREON FOR REFERENCE ONLY.
THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE LESSOR'S PROPERTY.

 <p>ALTURA CONSTRUCTION</p> <p>6950 S. Tucson Way, Unit C Tucson, AZ 85746 Phone: (703) 986-1353</p>	Engineer/Consultant:		DEPT. APPROVED		DATE
			AAC		
			RE		
			RF		
			INT		
			EE/IN		
			OPS		
			Other:		
		Drawn By: JT			

verizon
3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

1360 GILLASPIE DR.
BOULDER, CO. 80305
COUNTY OF BOULDER
TOPOGRAPHIC
SURVEY

REVISIONS		SUBMITAL
0	JT	
1	9/22/17	ADDED LEASE AREA
2	10/16/17	ADDRESS ACCESS/UTILITY ROUTE
3	3/12/18	ADDED UTILITY ROUTE
	JT	

LS1



PREPARED BY: COMMONWEALTH LAND TITLE INSURANCE COMPANY
ORDER NO.: H0499645-043-DF2-DMT
EFFECTIVE DATE: MARCH 30, 2017

LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 17, TABLE MESA SECOND ADDITION, COUNTY OF BOULDER,
STATE OF COLORADO.

[illegible]

2. RESERVATIONS CONTAINED IN THE PATENT
FROM: THE UNITED STATES OF AMERICA
RECORDING DATE: FEBRUARY 8, 1881
RECORDING NO: BOOK 59 AT PAGE 171
RECORDING DATE: JANUARY 3, 1891
RECORDING NO: BOOK 75 AT PAGE 488
WHICH AMONG OTHER THINGS RECITES AS FOLLOWS:

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THE RIGHT OF THE PROPRIETOR OF A VEIN OR LOSE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED AS PROVIDED BY LAW. (BLANKET IN NATURE).

3. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT:

SOME PORTION OF SAID LAND IS TIDE OR SUBMERGED LAND, OR HAS BEEN CREATED BY ARTIFICIAL MEANS OR HAS ACCRETED TO SUCH PORTION SO CREATED.

SOME PORTION OF SAID LAND HAS BEEN BROUGHT WITHIN THE BOUNDARIES THEREOF BY AN AVULSIVE MOVEMENT OF VIELE LAKE OR HAS BEEN FORMED BY ACCRETION TO ANY SUCH PORTION. (BLANKET IN NATURE).

4. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE DEED AS SET FORTH BELOW:
RECORDING DATE: APRIL 24, 1962
RECORDING NO.: BOOK 1227 AT PAGE 211 (BLANKET IN NATURE)

5. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF EASEMENT AND RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE: JUNE 26, 1963
RECORDING NO.: BOOK 1287 AT PAGE 390

6. TERMS, CONDITIONS, RESTRICTIONS, PROVISIONS, NOTES AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILY STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT(S) OF SAID SUBDIVISION SET FORTH BELOW:
RECORDING DATE: JANUARY 31, 1964
RECORDING NO: RECEPTION NO. 748007 (PLOTTED HEREON).

7. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT

RECORDING NO: BOOK 1320 AT PAGE 570 (BLANKET IN NATURE).

8. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY, FROM AND TO ANY PART OF THE LAND ABUTTING UPON SAID HIGHWAY, ALONG OR ACROSS THE LINE AS DESCRIBED IN THE DEED SET FORTH BELOW:

RECORDING NO: BOOK 1322 AT PAGE 285 (NOT A PLOTTABLE ITEM).

RECORDING NO. BOOK 1322 AT PAGE 301 (NOT A PLOTTABLE ITEM)

10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3528 AS SET FORTH BELOW:

RECORDING DATE: OCTOBER 28, 1969
RECORDING NO.: 928147 (NOT A PLOTTABLE ITEM).

11. A FINANCING STATEMENT AS FOLLOWS:
DEBTOR: CITY OF BOULDER, COLORADO
SECURED PARTY: BANC OF AMERICA LEASING & CAPITAL, LLC

RECORDING DATE: SEPTEMBER 28, 2010
RECORDING NO: 03101510
CONTINUATION RECORDED SEPTEMBER 2, 2015 AT RECEPTION NO. 03471492 (BLANKET IN NATURE).

12. A FINANCING STATEMENT AS FOLLOWS:
DEBTOR: CITY OF BOULDER, COLORADO

RECORDING NO: 03112287 (BLANKET IN NATURE).

13. A FINANCING STATEMENT AS FOLLOWS:
DEBTOR: CITY OF BOULDER, COLORADO
CREDITOR: BARRY CHATFIELD EQUIPMENT FINANCE & LEASING, 2000

RECORDING DATE: JANUARY 1, 2012
RECORDING NO: 03199585
CONTINUATION RECORDED JANUARY 11, 2012 AT RECORDING NO. 03568230

ASSIGNMENT RECORDED APRIL 6, 2015 AT RECEPTION NO. 03437713. (BLANKET IN NATURE).

Architect:

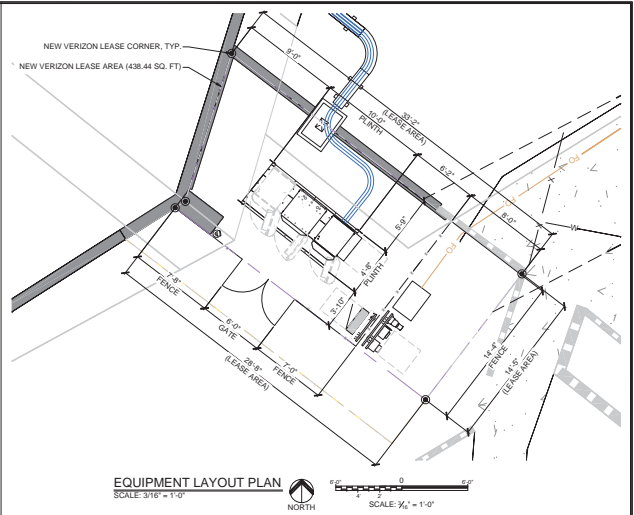
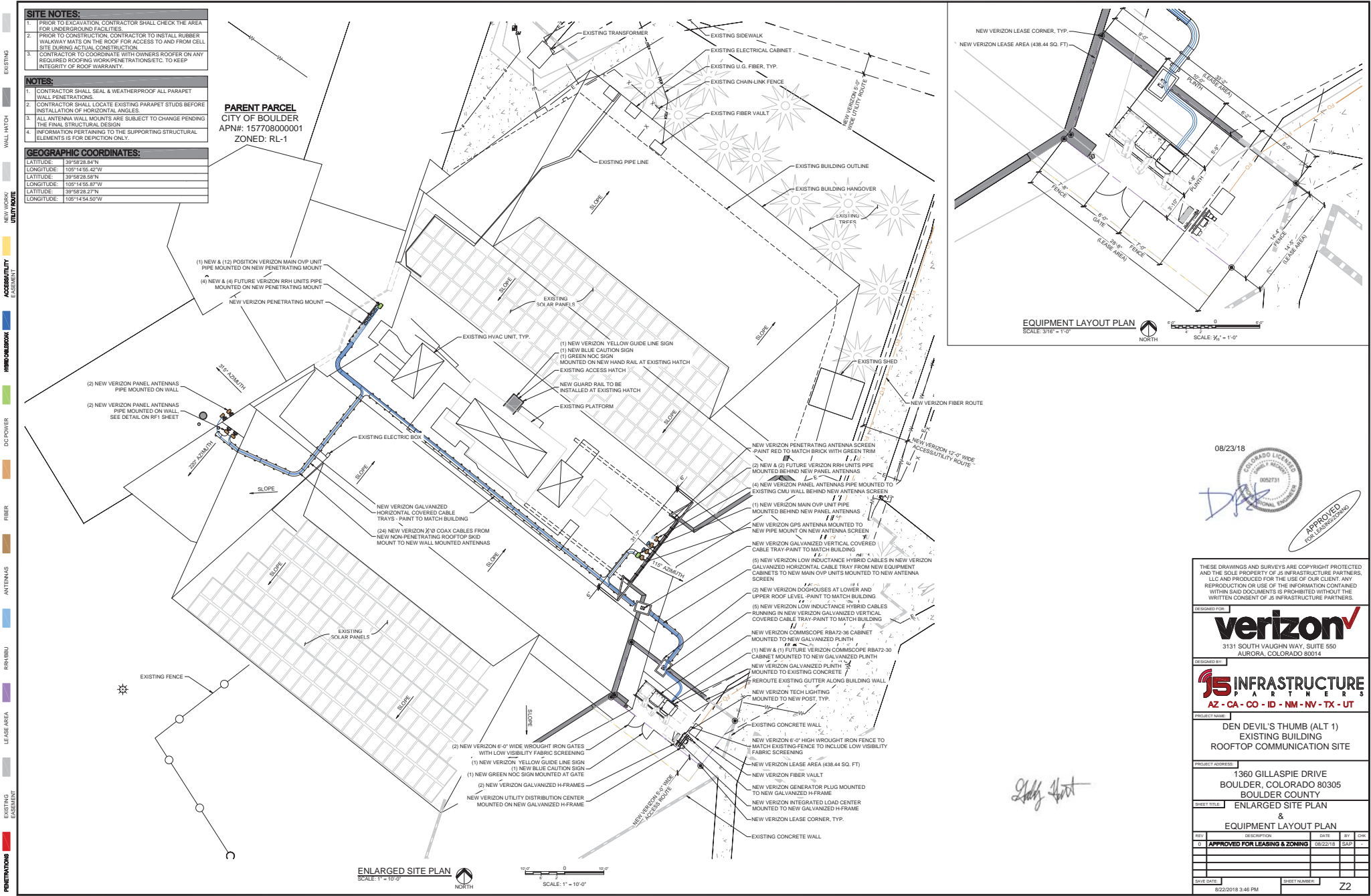


DEN DEVIL'S THUMB
1360 GILLASPIE DR.
BOULDER, CO. 80305
COUNTY OF BOULDER
TOPOGRAPHIC
SURVEY

REVISIONS		5/8/17	SUBMITAL
0		<i>AT</i>	
1		9/22/17	ADDED LEASE AREA
		<i>AT</i>	
2		10/16/17	ADDED ACCESS/UTILITY ROUTE
		<i>AT</i>	
3		3/12/18	ADDED UTILITY ROUTE
		<i>AT</i>	

Sheet:

LS2



08/23/18



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verizon
3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:
JS INFRASTRUCTURE PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

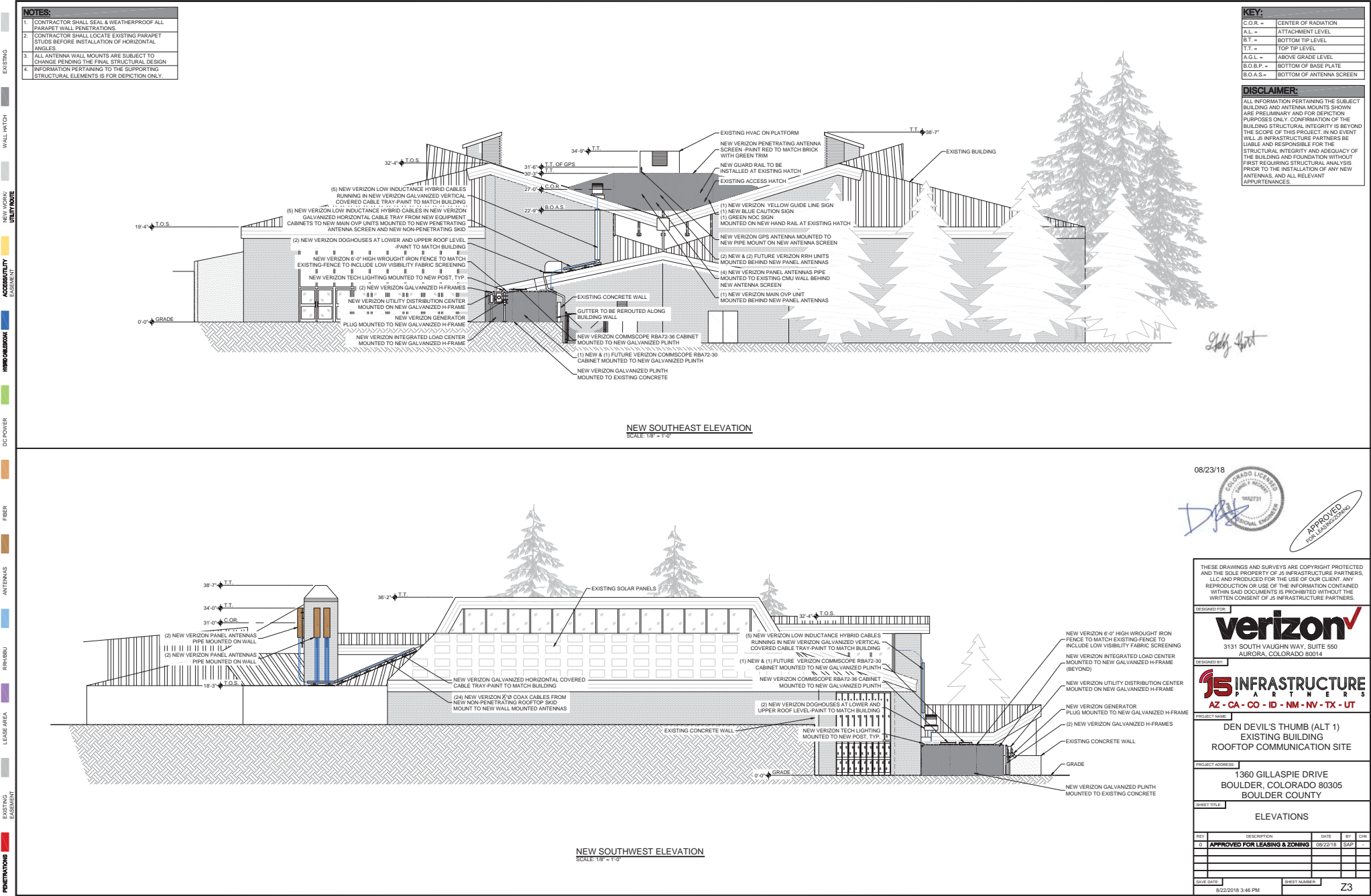
PROJECT ADDRESS:
DEN DEVIL'S THUMB (ALT 1)
EXISTING BUILDING
ROOFTOP COMMUNICATION SITE

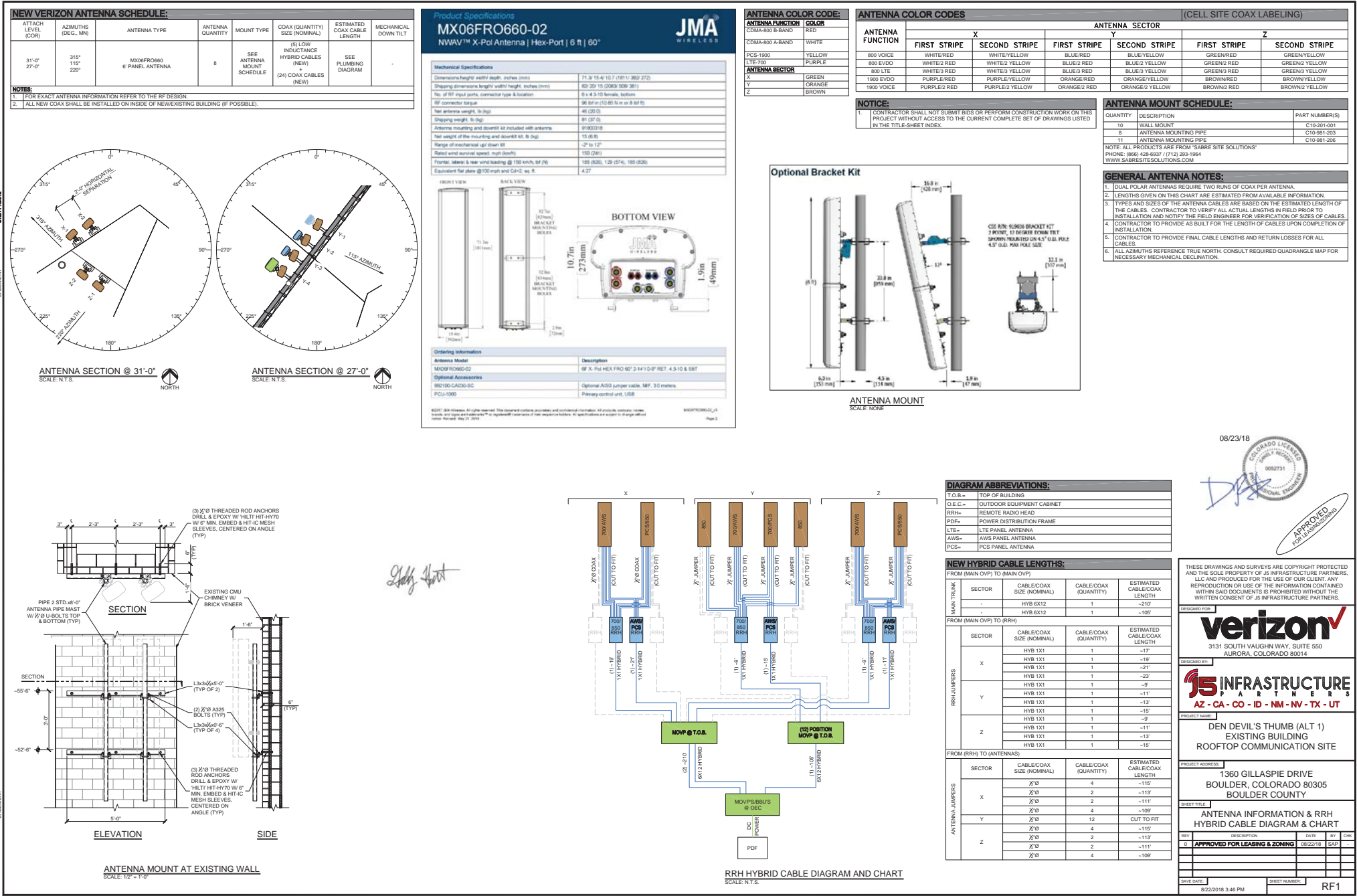
PROJECT NUMBER:
1360 GILLASPIE DRIVE
BOULDER, COLORADO 80305
BOULDER COUNTY

SHEET TITLE:
ENLARGED SITE PLAN
&
EQUIPMENT LAYOUT PLAN

REV.	DESCRIPTION	DATE	BY	CHK.
1	APPROVED FOR LEASING & ZONING	08/22/18	SDP	

DATE: 8/22/2018 3:46 PM
SHEET NUMBER: **Z2**







City of Boulder Planning & Development Services

ADMINISTRATIVE REVIEW NOTICE OF DISPOSITION

You are hereby advised that the following action was taken by the Planning Department:

DECISION: **Approved**
 DATE: **September 17, 2018**
 REQUEST TYPE: **Minor Modification to Approved Plan**
 ADDRESS: **1360 GILLASPIE DRIVE**
 APPLICANT: **ANN CLOSSER**
 CASE NUMBER: **ADR2018-00036**
 LEGAL DESCRIPTION: **LOT 1, BLOCK 17, TABLE MESA 2 & RESUB, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO**
 DESCRIPTION: **Standard Minor Modification for eight (8) new 6-foot panel antennas, four (4) to be mounted to an existing brick column on the west portion of the building and four (4) to be mounted behind an RF transparent fiberglass screen on the east portion of the roof of the South Boulder Recreation Center. A total of twelve (12) RRHs are proposed (new and future) as well as two (2) OVPs and associated transmission equipment to be mounted on the roof, behind the RF transparent screen and ground mounted in the Verizon lease area on the concrete patio in the rear of the building. Reference ADR2018-00035 for Wireless Communications Facilities case.**

FINAL DECISION STANDARDS

This approval is subject to the following standards. The following standards must be met in order for the administrative review approval to be valid:

Approved as submitted. The application is approved per the criteria for Minor Modifications to Approved Site Plans as set forth in section 9-2-14(k), B.R.C. 1981. The Minor Modification satisfies the requirement in section 9-6-9(a)(1)(F), B.R.C. 1981 that in order for antennas for wireless telecommunications services to be located in an approved PUD or site review a minor modification to the approval is required. This approval does not constitute use approval or building permit approval. Building permit review and approval shall be required prior to the initiation of any construction.

This approval is limited to the following modifications:

1. Installation of eight (8) new antennas, 2 per X and Z sectors and 4 in the Y sector
2. Installation of twelve (12) new RRH units (including future units), two (2) OVP units and all associated cabling/trays on the roof of the building and behind the proposed fiberglass screen
3. Installation of a new 6-foot wrought iron fence, fiber vault, two (2) new galvanized H-frames with generator plug, distribution center and integrated load center, and three (3) equipment cabinets within the Verizon lease area on the south east side of the building

The applicant shall be responsible for ensuring that the construction and maintenance of all telecommunications equipment shall comply with the approved plan set dated September 17, 2018 as well as with the applicant's written statement, on file with Planning & Development Services. Please see ADR2018-00035 for wireless antenna approval.

This decision is final and may not be appealed. A new request may be considered only as a new application.

Approved By:

Gabby Hart, Planning Department



City of Boulder Planning & Development Services

ADMINISTRATIVE REVIEW NOTICE OF DISPOSITION

You are hereby advised that the following action was taken by the Planning Department:

DECISION: **Approved**
DATE: **September 17, 2018**
REQUEST TYPE: **Wireless Communications Facilities**
ADDRESS: **1360 GILLASPIE DRIVE**
APPLICANT: **ANN CLOSSER**
CASE NUMBER: **ADR2018-00035**
LEGAL DESCRIPTION: **LOT 1, BLOCK 17, TABLE MESA 2 & RESUB, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO**
DESCRIPTION: **Wireless Communications Facilities review for eight (8) new 6-foot panel antennas, four (4) to be mounted to an existing brick column on the west portion of the building and four (4) to be mounted behind an RF transparent fiberglass screen on the east portion of the roof. A total of twelve (12) RRHs are proposed (new and future) as well as two (2) OVPs and associated transmission equipment to be mounted on the roof, behind the RF transparent screen and ground mounted in the Verizon lease area on the concrete patio in the rear of the building. Reference ADR2018-00036 for Minor Modification case.**

FINAL DECISION STANDARDS

This approval is subject to the following standards. These standards must be met in order for the administrative review approval to be valid.

Approved as submitted. This application is approved per the criteria for Wireless Communications Facilities as set forth in section 9-6-9(a), B.R.C. 1981. This approval does not constitute building permit approval. Building permit review and approval are required prior to the initiation of any construction.

This approval is limited to the following modifications:

1. Installation of eight (8) new antennas, 2 per X and Z sectors and 4 in the Y sector
2. Installation of twelve (12) new RRH units (including future units), two (2) OVP units and all associated cabling/trays on the roof of the building and behind the proposed fiberglass screen
3. Installation of a new 6-foot wrought iron fence, fiber vault, two (2) new galvanized H-frames with generator plug, distribution center and integrated load center, and three (3) equipment cabinets within the Verizon lease area on the south east side of the building

This approval is based upon the specific design and concealment elements:

1. The four (4) new 6-foot antennas in the X and Z sectors are mounted to the existing brick column of the building, painted to match the brick column and roof of the building and do not project more than 2 feet from the wall
2. All transmission equipment (aside from the antennas) is mounted behind the RF transparent screen, on the west portion of the roof in the "V" shaped area that contains existing mechanical equipment or ground mounted within the proposed fenced concrete patio at the rear of the building
3. The massing and height of the RF transparent screen (4 Y sector antennas mounted behind) is compatible with the overall scale of the existing building, painted to match the building (red with green trim) and effectively minimizes visual impact

The applicant is responsible for ensuring that the installation and maintenance of the approved antennas comply, where applicable, with the stamped approved plan set dated September 17, 2018 on file with the City of Boulder's Planning & Development Services Department.

This decision is final and may not be appealed. A new request may be considered only as a new application.

Approved By:



Gabby Hart, Planning Department