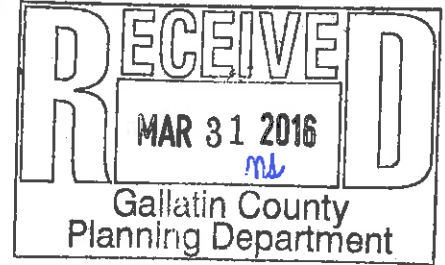




GALLATIN COUNTY



FILE NO. 2016-078

DATE March 29, 2016

Conditional Use Permit Application Form

The Undersigned hereby makes application for a **CONDITIONAL USE PERMIT** pursuant to the requirements as outlined in the County Zoning District Regulation.

1. Name of Applicant: Atlas Tower 1, LLC
2. Address of Applicant: 4450 Arapahoe Ave., Boulder, CO 80303
3. Phone Number of Applicant: (303) 448-8896
4. Email: ccrossland@atlastowers.com
5. Legal Description of Subject Property: Tract 1 of COS 2039, Bozeman, MT 59718
6. DOR#: 06 1013 29 3 02 02 0000
7. General Location: Highway 86 and Bridger Bowl Rd, north of Bozeman, MT
8. Zoning District: Bridger Canyon Current Zoning: B-4
9. Conditional Use to consist of the following: Development of a 70' stealth pine tree communications tower inside of a 50'x50' fenced area.
10. Are any variances being requested? ☐ Yes ☒ No
If Yes, please explain: _____
11. Are there any covenants or deed restrictions on the property? ☒ Yes ☐ No
If Yes, Please Include Copy

I understand that the filing fee accompanying this application is not refundable. I hereby certify that the above-listed information is true and correct.

Caleb Crossland
Applicant's Signature

26 Feb 2016
Date

FOR OFFICE USE ONLY

Date Filed: _____ Filing Fee: _____
Zoning Commission Hearing Date: _____
Action Taken: _____

Planning Department • 311 West Main, Room 108 • Bozeman, MT 59715
Phone (406) 582-3130 • Fax (406) 582-3135 • Email: planning@gallatin.mt.gov

Proposal _____

Property Owners

Adjacent to proposal site and across watercourses, roads*, etc.

Within 300 feet of proposal site.

	Legal Description of Property	Property Owner's Name	Mailing Address of Property Owner from Montana Dept. of Revenue
1	S19, T01 N, R07 E, C.O.S. 2039, TRACT AA, 45.59AC	BRIDGER BOWL INC	15795 BRIDGER CANYON RD BOZEMAN, MT 59715-8282
2			
3			
4			
5			
6			
7			
8			
9			
10			

* If road is a state highway, also include Montana Department of Transportation in property owner list.

Page ____ of ____
(If additional pages of this form are needed, download the file entitled "Adjoiner List".)

Planning Department • 311 West Main, Room 108 • Bozeman, MT 59715
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Supplementary Narrative – Bridger Ski

March 29, 2016

Department of Planning & Community Development
Gallatin County Courthouse
311 West Main, Room 108
Bozeman 59715



RE: Supplemental Narrative– Proposed 70' Communications Tower Disguised as a Pine Tree

To Whom It May Concern:

GENERAL PROJECT DESCRIPTION

Atlas Towers is applying for a Conditional Use Permit for a Personal Wireless Services Facility at Bridger Bowl Ski Resort. This proposed Personal Wireless Services Facility would be 2,500 square feet and house a 70' stealth pine tree Personal Wireless Services Facility that would accommodate up to three wireless carriers. This proposed Personal Wireless Services Facility would bring quality voice and data services to a growing area lacking reliable coverage.

Land Owner

Bridger Bowl, Inc.
15795 Bridger Canyon Rd.
Bozeman, MT 59715

Site Details

Geocode: 06-1013-29-3-02-02-0000

Tower Coordinates:

Latitude: 45° 48' 55.82" N
Longitude: 110° 53' 36.11" W

Applicant

Atlas Tower 1, LLC
4450 Arapahoe Avenue, Suite 100
Boulder, CO 80303

Lease Area: 1,575 square feet

Tower Design: 4-Carrier

Zoning: (B-4) Base Area Recreation and Forestry Sub-District

PROPOSAL SUMMARY

The purpose of this letter is to acquire a conditional use permit to build a proposed Personal Wireless Services Facility housed within a 2,500 square foot fenced area. The cellular antennas will be concealed inside the branches of a stealth pine tree Personal Wireless Services Facility in order to blend with the surrounding vegetation.

This facility will provide wireless coverage to the surrounding area. The area's need for advanced quality voice and data services is growing due to an increasing population, the increasing use of Bridger Bowl Ski Resort, and people's increasing reliance on wireless services in their day-to-day lives.

The proposed Personal Wireless Services Facility will increase safety in the area by allowing phone calls from Bridger Bowl Ski Resort, Bridger Canyon Road (Highway 86), and the surrounding area in the case of an emergency. This proposed Personal Wireless Services Facility will be used for

structural support of up to four wireless providers. Each provider will install antennas and on-the-ground equipment.

THE PROPOSED USE SERVES AN OBVIOUS PUBLIC NEED

The nearest Personal Wireless Services Facility listed by the FCC is about seven miles from the proposed Personal Wireless Services Facility. There is no wireless coverage in the surrounding area. A Personal Wireless Services Facility at the proposed location will provide wireless communication services to many residents of Bridger Canyon, much of Bridger Bowl Ski Resort, and a large section of highway within the canyon.

A Personal Wireless Services Facility at the proposed location will likely save lives by allowing phone calls to be made in much of the Canyon in the case of an emergency. Because skiing involves both physical risks and inclement weather, it often results in emergency situations. Currently, if a skier is lost or injured at Bridge Bowl Ski Resort, it is very unlikely that they will be able to use their cell phone to call for help. The proposed Personal Wireless Services Facility has been intentionally located so that it will provide coverage to as much of Bridger Bowl Ski Resort as possible, while still covering much of the surrounding area. The proposed Personal Wireless Services Facility would allow people enjoying the outdoors on and around Bridger Bowl Ski Resort to call for help in the case of an emergency.

Because of the inclement weather of Bridger Canyon, Bridger Canyon Road (Highway 86) can be dangerous to drive. The proposed Personal Wireless Services Facility could allow emergency calls to be made in the case of a car wreck.

Some of the additional benefits of the proposed Personal Wireless Services Facility are the following:

- a. Increased coverage and network speeds, and more competition among providers. Customers will experience faster connectivity, less dropped calls, and overall better voice and data service. In addition, because this proposed Personal Wireless Services Facility would accommodate up to four providers, multiple providers will be able to provide services to this area and compete for consumers. Consumers benefit from this competition by receiving better service at competitive prices.
- b. Increased capabilities of emergency service responders. Many emergency service responders use devices that operate over cellular networks to communicate valuable information during an emergency. A Personal Wireless Services Facility at this location guarantees more reliable service for emergency service providers responding to an emergency. It will also help ensure cell phone users' ability to call emergency service providers.
- c. Increased economic growth. Increased speed and reliability of communication makes businesses more efficient and can create new business opportunities.

Advanced technology for smart phone and tablet users. Many companies are developing smartphone and tablets that incorporate LTE technology. This Personal Wireless Services Facility will likely house LTE equipment and further the capabilities of smartphone and tablet users by optimizing increased functionality in LTE capable wireless devices (i.e. customers will be able to browse the internet and talk on the phone at the same time).

EXPLANATION OF HOW THE PROJECT SATISFIES THE APPLICABLE GALLATIN COUNTY AND BRIDGER CANYON CODE

SECTION 17 PERSONAL WIRELESS SERVICE FACILITIES

- 17.1 Intent.** *The intent of this Section is to provide for Personal Wireless Services in the Zoning District while conforming to the goals of preserving the natural beauty and rural character of Bridger Canyon, as expressed in the Bridger Canyon General Plan and Development Guide.*

The proposed Personal Wireless Services Facility will provide Personal Wireless Services in an area that currently has none, while preserving the natural beauty and rural character of Bridger Canyon by concealing the antennas in a stealth pine tree that blends with the surrounding environment. Also, the proposed location will preserve the natural beauty of the area because it will not break the skyline from the highway or other populated areas.

17.2. Regulation of Personal Wireless Service Facilities.

17.2.1. A Conditional Use Permit and a Land Use Permit is required to place or construct any Personal Wireless Service Facility.

A Conditional Use Permit has been submitted with this application, and a Land Use Permit will be submitted when required.

17.2.2. If any of these provisions conflict with any applicable Telecommunications Laws, the requirements or limitations of the Telecommunications Law shall control.

Atlas Tower understands and accepts to this term.

17.2.3. The regulations contained in this Section supersede all other provisions in the Regulation that may be applied to Personal Wireless Communication Facilities, except as specifically stated in this Section, and shall control in the case of a conflict.

Atlas Tower acknowledges and accepts this term.

17.3 Standards.

17.3.1. A Personal Wireless Service Facility shall comply with all applicable Telecommunications Laws.

Atlas Tower has extensive experience in the telecommunications industry and will comply with Telecommunications Laws and will require any tenant collocating on the Personal Wireless Services Facility to do the same.

17.3.2. Servicing and construction shall occur during normal business hours, except as required for emergencies and repair of unscheduled breakdowns or outages.

Construction and servicing and construction of the proposed communications facility will only take place during normal business hours, except as required for emergencies and repair of unscheduled breakdowns or outages.

17.3.3. No Personal Wireless Service Facility shall be permanently staffed.

The proposed Personal Wireless Service Facility will not be permanently staffed.

17.3.4 To the greatest extent possible, a Personal Wireless Services Facility shall be designed to survive fire, wind and other natural disasters. If a Personal Wireless Services Facility is damaged due to a natural disaster, a COW Facility is permitted for a period of not more than one hundred twenty (120) consecutive days in a calendar year for temporary use related to replacement or repair of the damaged Personal Wireless Services Facility. Prior review or approval is not required for temporary use of a COW Facility as allowed by this subsection.

The proposed Personal Wireless Services Facility will be designed to survive fire, wind and other natural disasters to the greatest extent possible, while allowing stealth concealment of the Facility. Atlas Tower acknowledges and accepts this term.

17.3.5. Personal Wireless Service Facilities and the surrounding environment.

- a. Towers shall be of monopole design unless the Applicant demonstrates that an alternative design would better blend into the surrounding environment.*

The proposed tower is a monopole with fabricated branches that conceal the antennas on the tower.

- b. To the greatest extent possible, a Facility shall be constructed to conceal all Towers, Antennas, and accessory structures. Visual mitigation techniques, such as coloring painting, landscaping, screening, artificial trees, or a fire tower, shall be used to blend the Facility into the surrounding environment. Visual mitigation shall be maintained while the Facility remains in use and until dismantled and removed by the Applicant or its successor or assign.*

The proposed Personal Wireless Services Facility would be a stealth pine tree surrounded by a rustic fence. The stealth pine tree will conceal the antennas on the tower while blending with the native trees of the area. A rustic 8 foot wooden fence will surround the equipment at the base of the tower in order to conceal the equipment.

- c. Antennas shall be mounted on Towers so as to present the smallest reasonable silhouette, profile, or cross-section.*

Antennas on the proposed tower will be mounted so as to present the smallest reasonable silhouette, profile, or cross-section. Fabricated branches on the stealth pine-tree tower will obscure antennas on the tower so that they are invisible, or difficult to see.

- d. Facilities shall not be illuminated by artificial means and shall not display strobe lights or other warning lighting, unless required by the FAA or other state or local requirement.*

The proposed Personal Wireless Services Facility will be designed so as to not require marking or lighting.

- e. All equipment enclosures, fencing and other improvements accessory to a Facility shall be designed to blend in with the surrounding environment and shall be maintained in good appearance and repair. Ground mounted equipment shall be screened from view by suitable vegetation.*

An 8-foot rustic wooden fence that will surround the equipment enclosures is designed to blend with the surrounding environment and will be maintained in good appearance and repair.

- f. Equipment enclosures and other improvements accessory to a Facility shall comply with the following height and quantity restrictions:*

1) The Building Height of equipment enclosure or accessory improvement shall not exceed 12 feet unless the Applicant demonstrates that a taller design will reduce the number of equipment enclosures and accessory improvements at the Personal Wireless Service Facility and maintains adequate concealment; or avoids a prohibition of service contrary to Federal law.

The rustic wooden fence surrounding the equipment enclosure will be 8 feet and will adequately conceal the ground equipment therein. Atlas Tower acknowledges and accepts this term.

2) There shall be no more than four (4) equipment enclosures and accessory improvements that comprise the Personal Wireless Service Facility unless the Applicant demonstrates that more than four (4) equipment enclosures and accessory improvements is necessary to maintain adequate concealment or avoids a prohibition of service contrary to Federal law.

Personal Wireless Services Facility is designed to house up to four (4) equipment enclosures and accessory improvements, but not more.

- g. Screening vegetation shall be provided for service road cuts and site grading, where it does not already exist and/or replacement of existing vegetation.*

The proposed Personal Wireless Services Facility will not require service road cuts or substantial site grading. The location of the proposed tower was chosen in part because very little vegetation would have to be removed.

- h. No grading shall occur on slopes in excess of 30%.*

The proposed Personal Wireless Services Facility will not require grading on a slope in excess of 30%.

17.3.6. Antenna Support Structures, Antenna Towers, and Antennas comprising the Personal Wireless Service Facility shall conform to the following height requirements:

- a. No Antenna Support Structure or Tower shall be of a type or height or placed in a location that the FAA would require it to be lighted or painted.*

The proposed tower is not of a type or height or placed in a location that the FAA would require to be lighted or painted. Atlas Tower requests that the jurisdiction make its approval conditioned on receiving a determination from the FAA that the proposed tower does not need to be lighted or painted. 2 is a Determination of No Effect from the FAA for a nearby, higher location (which would be more likely to require lighting). Exhibit 3 is a document showing that Atlas Tower has filed with the FAA for a Determination of No Effect.

- b. To the greatest extent possible, no part of a Facility shall break the skyline as seen from Bridger Canyon Road (Highway 86), Jackson Creek Road, or Kelly Canyon Road.*

No part of the Facility will break the skyline as seen from Bridger Canyon Road (Highway 86), Jackson Creek Road, or Kelly Canyon Road.

- c. The maximum height of all Antennas Support Structures and Antenna Towers shall be determined as a condition of approval, except that no Antenna Support Structures and Antenna Towers shall exceed more than 30 feet above the average height of the mature vegetative canopy or 70 feet in total, whichever is greater, unless the Applicant demonstrates that: (1) a taller design maintains adequate concealment and prevents greater impacts from multiple Antenna Support Structures and Antenna Towers, or (2) avoids a prohibition of service contrary to federal law.*

Carriers on the proposed tower would need about ten vertical feet for the placement of their antennas on the tower. The average tree height around the proposed Personal Wireless Services Facility is over 50 feet in height. Because of this the tower needs to be 70 feet in order to allow collocation of multiple carriers on the proposed Personal Wireless Services Facility.

- d. The mature vegetative canopy shall not be harvested or otherwise removed unless necessary to prevent interference or degradation of wireless services. Should the mature vegetative canopy be destroyed by wildfire or other means caused by Applicant or related to the Personal Wireless Service Facility, Applicant shall replant evergreen trees in the location of the preexisting vegetation that measure at least 10 feet in height and in an amount that satisfies silviculture standards for ground cover.*

The location of the proposed tower was chosen in part because very little vegetation would have to be removed. Atlas does not think that any mature vegetative canopy will be harvested or otherwise removed. A few small trees, a few inches in diameter, will be removed.

17.3.7. Setbacks and Spacing

- a. *Antenna Support Structures, Antenna Towers, equipment enclosures, fencing, and other improvement accessory to a Facility shall observe the setbacks of the district in which they are located, including but not limited to setbacks from boundaries, creeks, watercourses, and roads.*

The proposed Personal Wireless Services Facility is located in the Bridger Canyon Zoning District and the Base Area Recreation and Forestry Sub-District (B-4). The minimum setbacks from the sides and front of the property lines in the (B-4) Sub-District is 25 feet, and the minimum setback from creeks and watercourses is 50 feet. There are no property lines or streams closer than 177 feet from the base of the tower, as depicted in the zoning drawings included in this application.

- b. *Antenna Towers and Antenna Support Structures shall observe additional setbacks of 150% of the height of the Antenna Tower or Antenna Support Structure from parcel boundaries, unless otherwise approved by the Planning and Zoning Commission.*

Because the proposed tower would be 70 feet, the required setback is 105 feet. Because the nearest property line is 177 feet from the proposed tower location, the proposed tower exceeds this requirement.

- c. *The Planning and Zoning Commission may increase setbacks from property lines for Personal Wireless Service Facilities to further mitigate adverse impacts.*

Atlas Tower acknowledges and accepts to this term.

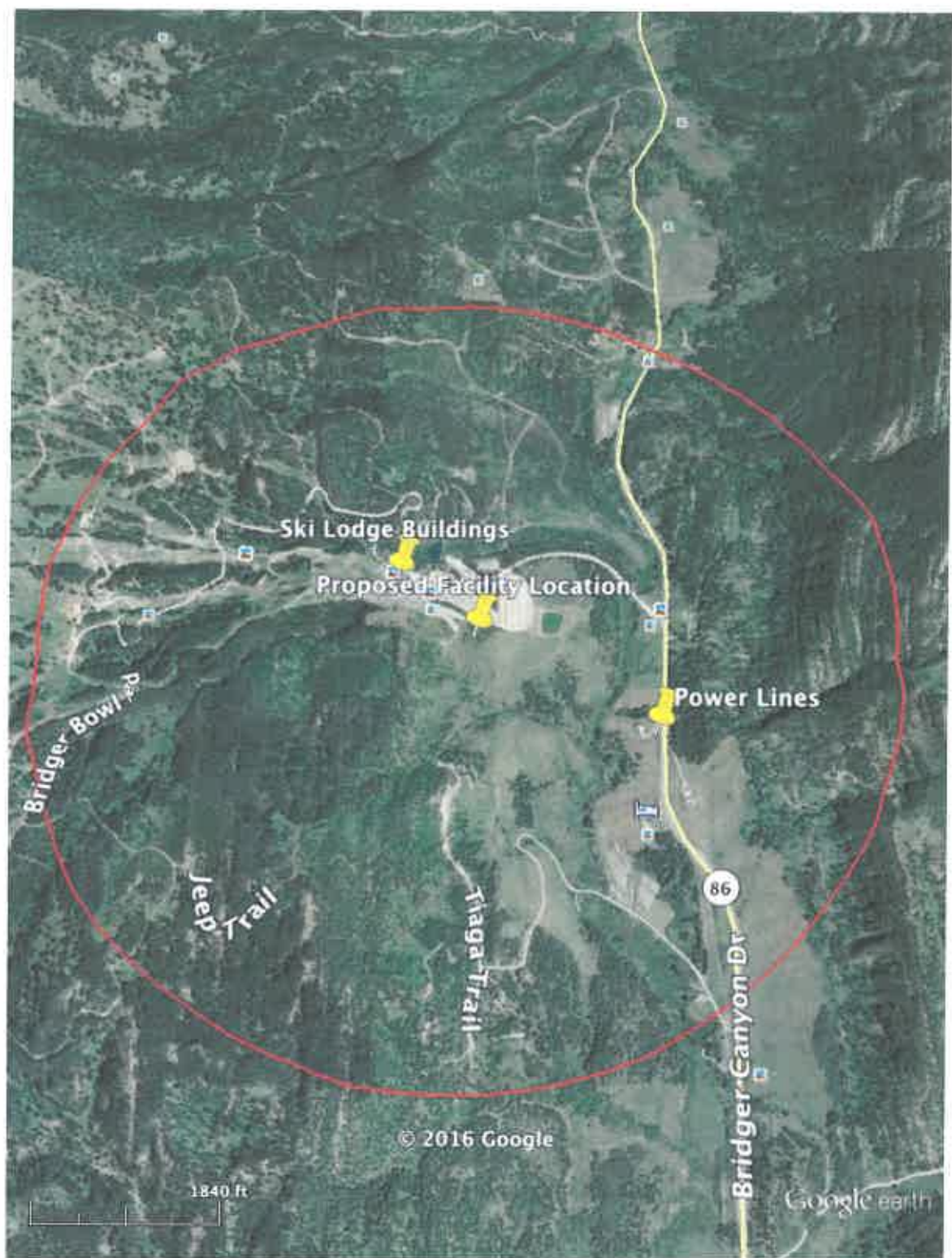
- 17.3.8. *Facilities shall be designed structurally, electrically, mechanically and in all respects to accommodate both the Applicant's Antennas and comparable Antennas for at least one additional user.*

The proposed Personal Wireless Services Facility is designed structurally, electrically, mechanically and in all respects to accommodate the antennas and ground equipment of up to four wireless carriers.

- 17.3.9 *An application for a new Facility shall not be approved unless the Applicant demonstrates that existing or approved Towers, buildings, or alternative structures more than thirty (30) feet in height (after first considering electric transmission towers) within a one mile search radius of the proposed Facility cannot accommodate equipment planned for the proposed Facility and provide functionally equivalent coverage to a specified service area. The Applicant should provide evidence of the effort made to locate on an existing Facility including a coverage/interference analysis, capacity analysis, and technological feasibility, and a brief statement as to any other reasons for success or failure in locating on an existing Tower, building, or alternative structure.*

The location of the proposed Personal Wireless Services Facility has been carefully chosen so that it will provide coverage to Bridger Bowl Ski Resort and as much of Bridger Canyon Road (Highway 86) as possible. There are no existing or approved Towers, buildings, or alternative structures more than thirty (30) feet in height (including electric transmission towers) within a one mile search radius of the proposed Facility that can accommodate equipment planned for the proposed Facility and provide functionally equivalent coverage to a specified service area.

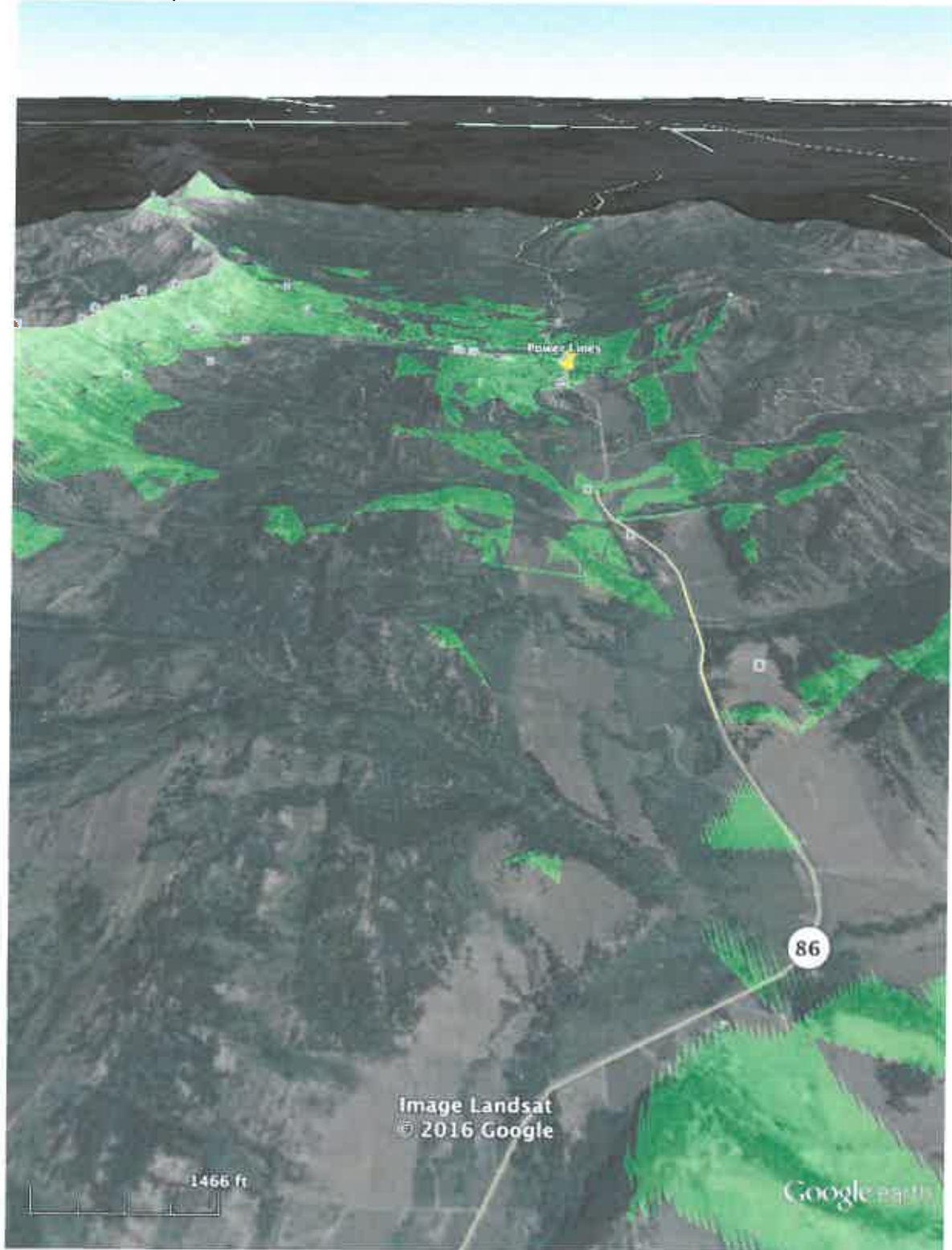
The image below shows the location of the proposed tower and the location of the Bridger Bowl ski lodge and power lines near the highway. None of the other possible locations would offer sufficient coverage of both the highway and Bridger Bowl Ski Resort. Below are images showing the view shed at 70 feet above ground level from both the Bridger Bowl Ski lodge and the power lines near Bridger Canyon Road (Highway 86). The proposed location clearly has the most expansive view shed of Bridger Bowl Ski Resort and Canyon Road (Highway 86).



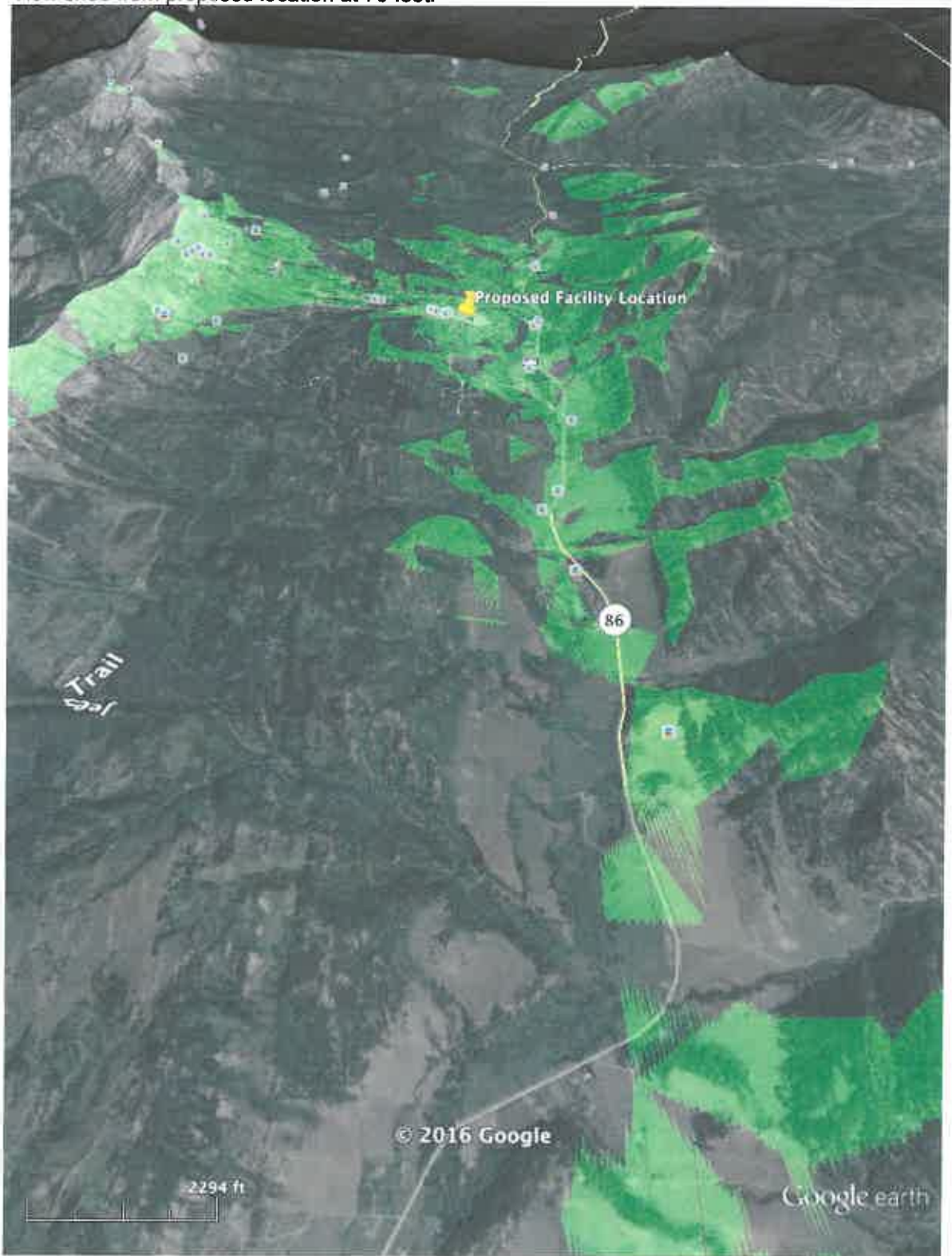
View Shed from Ski Lodge at 70 feet.



View shed from power lines at 70 feet.



View shed from proposed location at 70 feet.



17.4. Conditional Use Permits (Personal Wireless Communication Facilities). 17.4.1 Applicant Requirements.

17.4.1. Applicant Requirements.

- a. *The Applicant must currently be licensed by the FCC to provide fixed or mobile wireless communication services or, if the applicant is not such an FCC licensee, must demonstrate that it has binding commitments from one or more current FCC licensees to utilize the proposed Personal Wireless Service Facility.*

Atlas Tower is submitting this application in conjunction with Verizon Wireless, who will be the first tenant on the proposed Personal Wireless Services Facility. Exhibit 1 is a letter from the Verizon site acquisition consultant for this site, John Mizelle, which states that Atlas Tower and Verizon have reach and agreement regarding a lease, but that the lease is currently being routed for signature. Verizon is currently licensed by the FCC to provide mobile wireless communication services.

- b. *The Applicant shall maintain commercial general liability insurance on an occurrence basis all operations by or on behalf of Applicant, insuring against all liabilities, claims and demands for injuries, loss and/or damage which result from the approval, placement, construction, or modification of the Personal Wireless Services Facility, including coverage for bodily injury (including death), property damage, personal and advertising injury, and contractual liability. The minimum amount of this insurance shall be \$500,000 per occurrence for liability and at least \$2,000,000.00 aggregate. Such policy or policies shall name the fee simple landowner (if not the Applicant) and Gallatin County as additional insureds, shall include a standard cross liability endorsement or severability of interest clause and, shall be primary as respects the additional insureds, with any insurance maintained by the additional insureds being excess and noncontributing. Such insurance policies may not be canceled or materially altered without thirty (30) days' prior written notice to Applicant and ten (10) days' prior written notice if such cancellation is due to non-payment of premiums. The Applicant, or its successor or assign, shall maintain such coverage in full force until such time as all above-ground portions of the Facility have been removed and the area reclaimed to its natural state. Evidence (i.e., certificate) of the liability insurance prescribed above shall be required prior to Land Use Permit approval.*

Atlas Tower acknowledges and accepts to this term and will comply with it in full.

17.4.2. Bond Requirement.

- a. *A removal bond in an amount of one-and-half times the estimated cost to remove the Personal Wireless Service Facility, potential site remediation, and/or satisfaction of the conditions and requirements contained in this Regulation, shall be posted as a condition of approval or renewal of a Conditional Use Permit for a Personal Wireless Service Facility. Gallatin County shall be named as the Obligee, Applicant shall be the Principal, and the Surety shall be acceptable to Gallatin County. The term of the bond shall match the term of the Conditional Use Permit.*

Atlas Tower acknowledges and accepts to this term and will comply with it in full.

- b. *The bond shall be forfeited if any removal and remediation work required of the Applicant is not completed within the timeframe required by Section 17.7 ("Abandonment and Removal").*

Atlas Tower acknowledges and accepts to this term and will comply with it in full.

17.4.5 Conditional Use Permit Approval.

d. Approval Criteria. The Bridger Canyon Planning and Zoning Commission may grant a permit for a use classified as a Personal Wireless Service Facility Conditional Use Permit only if it is found, in addition to the requirements of Section 18.3 of these Regulations ("Conditional Use Permits") that:

1) The use conforms to the objectives of the Bridger Canyon General Plan and Development Guide and the intent of these Regulations;

Please see the response to the Bridger Canyon General Plan and Development Guide section below.

2) The use will not adversely affect nearby properties, residents, natural resources or views;

The proposed Personal Wireless Services Facility is designed as a stealth mono-pine that will blend with the surrounding environment.

3) The use meets the standards in Section 17.3;

The proposed Personal Wireless Services Facility meets the requirements of 17.3.

4) The use increases availability of or access to communications services to residents of and visitors in the Zoning District.

The proposed Personal Wireless Services Facility's purpose is to provide access to communications services to residents of and visitors in the Zoning District. It will certainly meet this requirement.

5) The decision to grant or deny conditional approval of the use would not:

a) Unreasonably discriminate among providers of functionally equivalent services;

Atlas Tower's business model depends on collocation of carriers on its Personal Wireless Services Facilities. The approval of this tower would not discriminate among functionally equivalent carriers.

b) Prohibit or have the effect of prohibiting the provision of Personal Wireless Services;

Approval of the proposed Personal Wireless Services Facility would be the provision of Personal Wireless Services.

6) A public hearing, after notice has been given and has been held.

Atlas Tower acknowledges and accepts to this term and will comply with it in full.

17.7 Abandonment and Removal.

a. If at any time the use of an approved Personal Wireless Service Facility is discontinued for ninety (90) consecutive days, upon proof of such abandonment the Planning Director may declare the facility to be abandoned.

Atlas Tower plans to build the proposed Personal Wireless Services Facility in the fall of 2016, so that it is ready for the installation of Verizon's equipment in the early summer of 2017. The use of the Personal Wireless Services Facility will not be discontinued during this period, but the Personal Wireless Services Facility will be awaiting installation by Verizon in the early summer of 2017.

b. Upon the Planning Director's declaration that a facility is abandoned, the Planning Director shall provide the Applicant with written notice that it shall either (1) continue

use of the facility within ninety (90) days or (2) dismantle and remove the facility within ninety (90) days.

Atlas Tower requests that the Planning Director acknowledge Atlas's and Verizon's proposed build and installation plan prior to approval of this application.

- c. Within ninety (90) days of the removal of a facility, the Applicant shall reclaim any area disturbed by the Facility to the satisfaction of the Planning Director and as required by any applicable local, state, or federal law.*

Atlas Tower acknowledges and accepts to this term and will comply with it in full.

- d. If reactivation, remediation, or dismantling does not occur as required herein, Gallatin County may make a claim on the bond provided for herein, or may conduct the work or contract to have the work performed and assess the owner or operator for all costs associated with such work.*

Atlas Tower acknowledges and accepts to this term and will comply with it in full.

- e. The Planning Director may grant an Applicant's request for an extension of the time limits provided in subsection (b) upon the Applicant's showing of good cause.*

Atlas Tower requests to build the proposed Personal Wireless Services Facility in the fall of 2016 so that it is ready for the installation of Verizon equipment in the early summer of 2017. This schedule will accommodate the needs of the Bridger Bowl Ski Resort by not having construction during their operational months and by allowing for installation as soon as the weather permits in 2017. This plan will also accommodate scheduling needs and construction limitations of Atlas Tower and Verizon. Because Atlas hopes to have the Personal Wireless Services Facility constructed by the end of October 2015, there would be very limited time for the installation of Verizon's equipment prior to the onset of winter conditions. If Atlas waited until 2017 to begin construction on the Personal Wireless Services Facility, this would needlessly delay the development of the Personal Wireless Services Facility and the provision of wireless services to the Canyon.

18.3.2 Conditional Use Permits. Conditional Use Permits shall be issued only by the Bridger Canyon Planning and Zoning Commission and may be issued for any of the uses as set forth in this Regulation. Such permit may be granted only if it is found that the establishment, maintenance, or operation of the use or building applied for will not under the circumstances of the particular case, be detrimental to health, safety, peace, morals, comfort and general welfare of the Bridger Canyon Zoning District.

The proposed Personal Wireless Services Facility will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of the Bridger Canyon Zoning District. The proposed Personal Wireless Services Facility will increase the general health and safety of the Canyon by allowing cell phone calls to be made in the case of an emergency.

Though Atlas Tower will not be installing wireless equipment on the tower, it will require all tenants that install on the tower to comply with FCC standards. Atlas requests that the requirements of 17.4.3, j, 2) be a condition for the installation of Verizon equipment on the tower since Verizon will have the technical information regarding their equipment and they will be better able to fulfill this requirement.

Because the Personal Wireless Services Facility will comply with all radio frequency requirements set by the FCC, it will not have a detrimental effect on the health or safety of the Canyon. In addition, the Personal Wireless Services Facility will be set back from the property line one foot for every foot of height, so it will not be a risk to neighboring properties in the very unlikely event of a structural failure.

The proposed Personal Wireless Services Facility will not have an effect on the peace or morals of the Canyon, but it will increase the comfort and general welfare of Bridger Canyon by providing wireless coverage to an area lacking coverage. In addition, the design of the Personal Wireless

Services Facility will blend with the existing environment, so it will not have a detrimental affect on the beauty of the Canyon.

Bridger Canyon General Plan and Development Guide

General Plan Objectives

The primary objectives of this plan are to guide future physical growth within Bridger Canyon and to protect the natural beauty and agricultural open space character of the area. In order to provide the greatest opportunities for orderly growth and to retain the environmental nature, it is essential to give intelligent forethought to the design of the area.

The proposed Personal Wireless Services Facility complies with and supports the Bridger Canyon General Plan and Development Guide supporting future physical growth within Bridger Canyon while protecting the natural beauty and agricultural open space character of the area by providing telecommunications services to an area that currently has little or none, while masking the Personal Wireless Services Facility within a stealth mono-pine. The stealth mono-pine will keep the natural beauty of the area because it will not be readily identifiable as a Personal Wireless Services Facility from Bridger Canyon Road (Highway 86), from most places on Bridger Ski Resort, or other places in Bridger Canyon.

This plan recognizes Bridger Canyon as:

A desirable place to live and an area with an increasing growth rate.

The proposed Personal Wireless Services Facility will increase the desirability of Bridger Canyon as a place to live by making it safer and more livable through the provision wireless coverage to much of the Canyon and Bridger Ski Resort.

A place of growing recreational use and demand.

The proposed Personal Wireless Services Facility will support the recreational use of Bridger Canyon by facilitating wireless coverage to much of the Bridger Bowl Ski resort and the Canyon generally. Wireless coverage will make the recreational use of the Canyon easier by allowing recreational users of the Canyon to contact each other and coordinate activities. In addition, it will increase safety for recreational users by allowing them to much more readily make emergency calls.

An area where forest lands will continue to exert influence.

The proposed tower will support forestlands by preserving the natural beauty of the Canyon by masking the telecommunications equipment in a stealth mono-pine.

A place demanding protection of its environmental beauty and agricultural open space.

An area with strong citizen interest favoring conservation of natural resources; preservation of open space and agricultural usage; and limited, controlled growth compatible with the natural environment.

The proposed tower is designed so that it will not be identifiable as a cell tower from most places in the Canyon while still providing wireless coverage to Bridger Bowl Ski Resort and much of Bridger Canyon. The stealth concealment of the proposed Personal Wireless Services Facility will protect the environmental beauty of the Canyon, and provides for limited, controlled growth, compatible with the natural environment. The proposed Personal Wireless Services Facility will not have a significant impact on open space or agricultural use of the land.

This plan has the majority support of the residents and property owners of Bridger Canyon. This plan is intended to be used as a guide both to government agencies and private enterprise. As the pressures of growth continue, the Canyon residents will find it necessary to guide this growth in an orderly and logical manner through the planning and zoning process.

The Bridger Canyon property owners are interested in a general plan indicating future land uses, population density, major roads, public facilities, and suggested conservation measures required to maintain a balance between natural resources and population growth. The following includes the property owners' list of goals and development standards to the General Plan:

PROPERTY OWNERS' GOALS

1. To maintain continuous coordination and cooperation between citizens and public and semipublic agencies operation in and around the Canyon.

The proposed Personal Wireless Services Facility will be developed with coordination between the citizens of the Canyon and the public and semipublic agencies operating in and around the Canyon.

2. To secure increased citizen participation in the planning process and, if necessary, to work for legislation which will offer protection from the adverse effects of urbanization.

Atlas is eager and willing to work with the public in the development of the proposed Personal Wireless Services Facility.

3. To preserve and protect those environmental qualities that are resources of the zoned area.

Atlas designed the proposed Personal Wireless Services Facility to protect the environmental qualities of the zoned area.

4. To maintain high water quality standards through constant monitoring.

The proposed Personal Wireless Services Facility will not affect the water quality of the Canyon.

5. To encourage agricultural land preservation and the needs of the rancher.

The proposed Personal Wireless Services Facility will preserve agricultural land and will not affect the needs of the rancher.

6. To disseminate information on good logging practice and silviculture so that timber resources can be conserved.

The proposed Personal Wireless Services Facility will have little to no effect on timber resources in the Canyon.

7. To set limits on areas of high intensity recreational use based on access, sensitivity of surrounding uses, influence on water quality, traffic generation, fire hazard, and environmental effects.

The proposed Personal Wireless Services Facility will facilitate the recreational use of Bridger Bowl Ski Resort and Bridger Canyon generally, but it will not hinder limiting areas of high intensity recreational use.

8. To insist on attention to vegetation, sanitation, wildlife habitat, erosion, and public safety concerns for new development.

The proposed Personal Wireless Services Facility will blend with the existing vegetation as a stealth pine tree communications facility. Because of its size and stealth design, the proposed Personal Wireless Services Facility will not negatively affect wildlife. Atlas Tower will take steps to minimize erosion during and after construction. The Personal Wireless Services Facility will be setback from the property lines so that in the very unlikely event of a structural failure, it would not fall on anyone outside of the parcel on which the proposed structure will be located.

9. Elements of community design (roads, utilities, etc.) should be planned to include environmental factors in addition to usual safety and engineering considerations.

The stealth pine tree design of the proposed tower took into effect environmental factors in addition to usual safety and engineering considerations.

10. New residential development will be encouraged in low density tracts or clusters.

Not applicable.

11. Residences, commercial facilities, public buildings, street signs, etc., shall be designed to fit the rural character of the area.

The stealth pine tree design of the proposed tower was designed to fit the rural character of the area.

CONCLUSION

This narrative seeks to provide the required information to obtain a zoning permit for a 70' Personal Wireless Services Facility, disguised as a pine tree, at Bridger Bowl Ski Resort, near Bozeman, MT and highlights the need and advantages associated with a Personal Wireless Services Facility at the proposed location.

Atlas Tower Holdings, LLC respectfully requests the approval of our Application For Conditional Use Permit.

Best Regards,

Caleb Crossland
Atlas Tower Holdings, LLC
4450 Arapahoe Ave., Suite 100
Boulder, CO 80303
www.atlastowers.com
Office (303) 448-8896

Exhibit 1

21 March 2016

Department of Planning & Community Development
Gallatin County Courthouse
311 West Main, Room 108
Bozeman 59715

RE: Supplemental Narrative— Proposed 70' Tower and Communications Site

To Whom It May Concern:

Atlas Tower 1, LLC and Verizon Wireless have tentatively reached an agreement on the terms of a lease for space on a tower to be constructed by Atlas Tower 1 near Bridger Bowl at the following coordinates: 45° 48' 55.82" N, 110° 53' 36.11" W. The lease is currently being processed for signature.

It is Verizon Wireless's intention to install their antennas and equipment in early summer 2017. Since the tower will be a monopine, not having antennas on it or a shelter in the compound for 9 to 12 months should not be an aesthetics issue.

Please contact me with any questions or concerns.

Best Regards,



John Mizelle
Consultant for Verizon
Centerline Solutions
16360 Table Mountain Parkway
Golden, CO 80403
Mobile: 406 . 868 . 4255
Web: www.centerlinesolutions.com

Exhibit 2



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193

Aeronautical Study No.
2014-ANM-2503-OE

Issued Date: 10/27/2014

Tierney Rowe
Atlas Tower Holdings, LLC
4450 Arapahoe Avenue
Suite 100
Boulder, CO 80303

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Bridger Bowl 1
Location:	Bozeman, MT
Latitude:	45-48-59.42N NAD 83
Longitude:	110-54-09.67W
Heights:	6380 feet site elevation (SE) 58 feet above ground level (AGL) 6438 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 04/27/2016 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (816) 329-2523. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2014-ANM-2503-OE.

Signature Control No: 229811986-232685948

(DNE)

Steve Phillips
Specialist

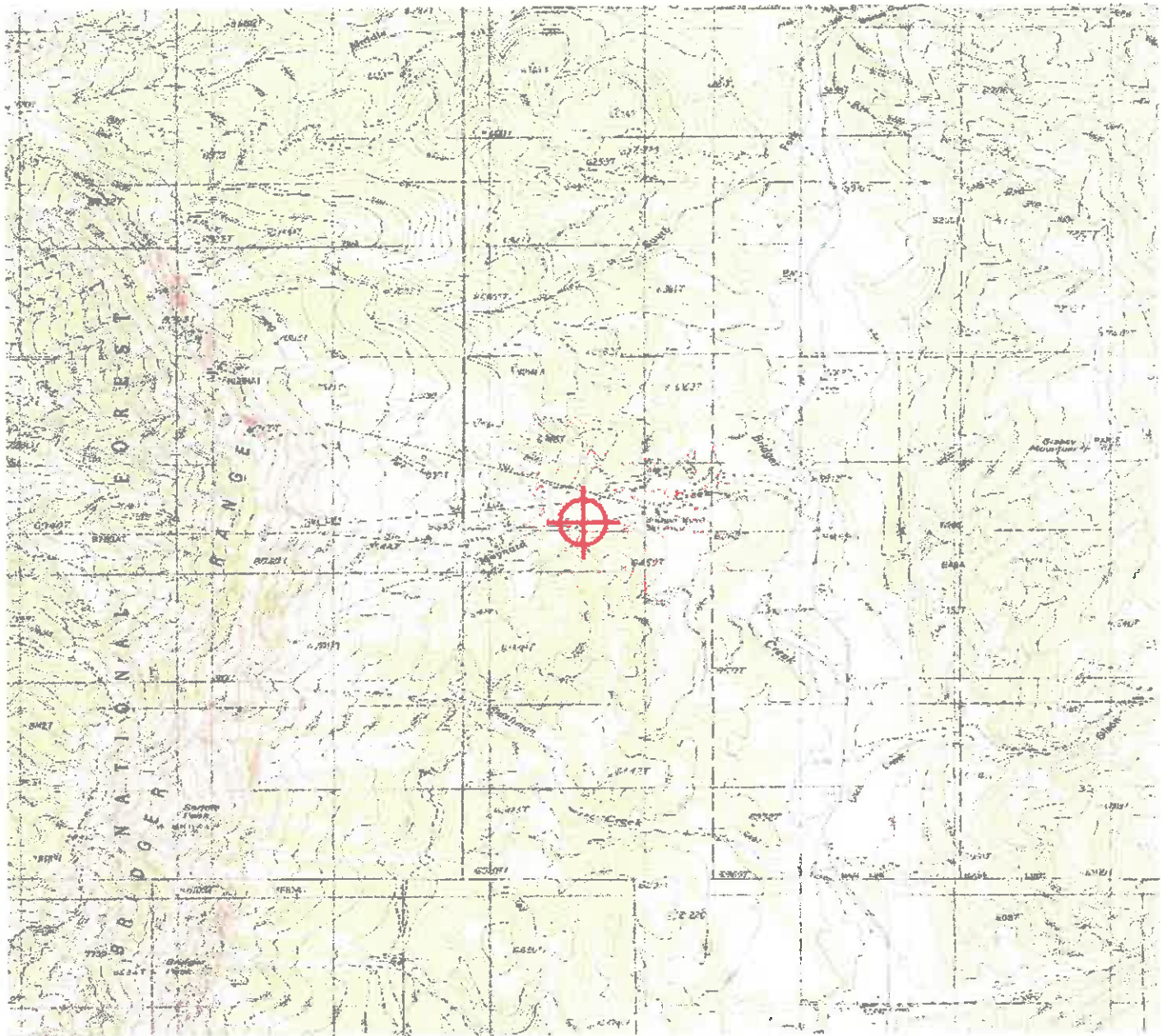
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2014-ANM-2503-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

TOPO Map for ASN 2014-ANM-2503-OE



Sectional Map for ASN 2014-ANM-2503-OE

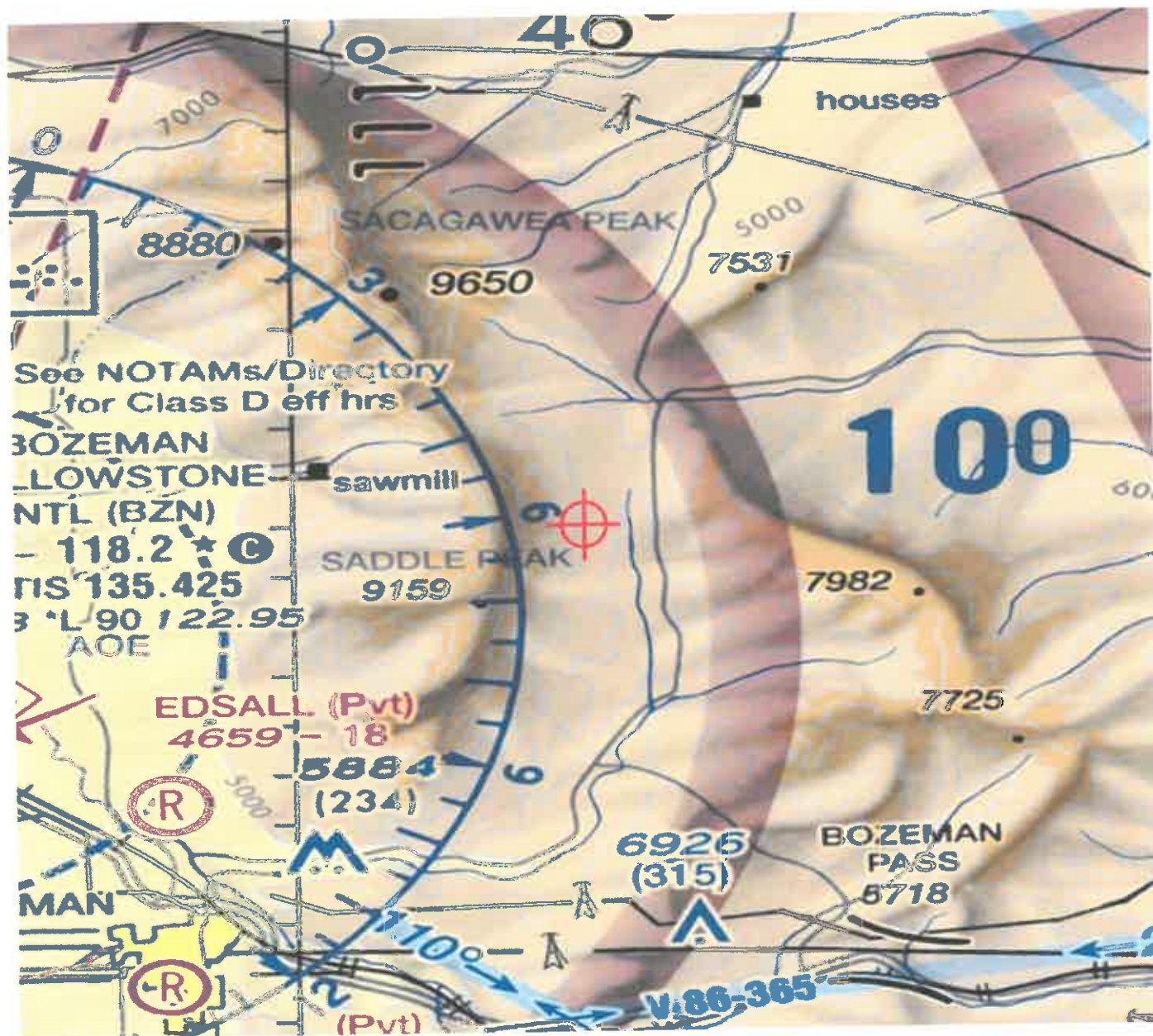


Exhibit 3



Notice of Proposed Construction or Alteration - Off Airport

[Add a new Case Off Airport - Desk Reference Guide V_2015.4.0](#)

[Add a New Case Off Airport for Wind Turbines - Met Towers - Desk Reference Guide V_2015.4.0](#)

Project Name: ATLAS-000360561-16

Sponsor: Atlas Tower 1, LLC

Details for Case : Bridger Ski

[Show Project Summary](#)

Case Status

ASN: 2016-ANM-927-OE
Status: Accepted

Date Accepted: 03/29/2016

Date Determined:

Letters: None

Documents: None

Project Documents:
None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction
Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

**For temporary cranes-Does the permanent structure require separate notice to the FAA?
To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed.
If it is not filed, please state the reason in the Description of Proposal.*

State Filing: Filed with State

Structure Summary

Structure Type: Antenna Tower

Structure Name: Bridger Ski

FDC NOTAM:

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 45° 48' 55.82" N
Longitude: 110° 53' 36.12" W
Horizontal Datum: NAD83
Site Elevation (SE): 6118 (nearest foot)
Structure Height (AGL): 70 (nearest foot)
Current Height (AGL): (nearest foot)

** For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

Minimum Operating Height (AGL): (nearest foot)
** For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.*

Nettelle Height (AGL): (nearest foot)
** For Wind Turbines 500ft AGL or greater*

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: None

Other :

Nearest City: Bozeman

Nearest State: Montana

Description of Location: The Intersection of HYW 86 and Bridger Bowl Rd.

Description of Proposal: 70' stealth pine tree communications tower and accompanying 50' x 50' fenced facility.

Common Frequency Bands

Low Freq	High Freq	Freq Unit	ERP	ERP Unit
----------	-----------	-----------	-----	----------

Specific Frequencies

LANDLORD:
Bridger Bowl, Inc.
15795 Bridger Canyon Rd.
Bozeman, MT 59715

TENANT:
Atlas Tower 1, LLC
4450 Arapahoe Ave., Suite 100
Boulder, CO 80303
(303) 448-8896

REVISED AND RESTATED LEASE AGREEMENT

THIS REVISED AND RESTATED LEASE AGREEMENT ("Lease") is made this ____ day of March, 2016, by and between, Bridger Bowl, Inc. (the "Landlord"), whose address is 15795 Bridger Canyon Rd., Bozeman, MT 59715, and Atlas Tower 1, LLC (the "Tenant"), whose address is 4450 Arapahoe Ave., Suite 100, Boulder, CO 80303.

WHEREAS, the Landlord owns certain real property located at 15795 Bridger Canyon Rd., Bozeman, MT 59715 that is more particularly described in attached Exhibit A (the "Property"); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in the site plan survey prepared by Tenant at its expense attached hereto as Exhibit B (the "Premises").

WHEREAS, this Revised and Restated Lease is intended to supersede and replace in its entirety, and shall act as a novation of, the original Lease executed between the parties dated September 4, 2014, which Lease affected a different portion of the Landlord's property; the relocation of the subject tower site and leased premises, together with an amendment of certain other terms of the Lease, necessitates this overall restatement and replacement of the Lease between the parties.

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

1. RIGHT TO LEASE.

- (a) Landlord grants to Tenant right to lease a portion or portions of the Property measuring in the aggregate approximately and not more than Two Thousand Five Hundred (2,500) square feet, being a 50' x 50' area as described and depicted on attached Exhibit B, together with reasonable access for Tenant's uses (subject to the conditions of access as set forth herein below) from the nearest public right-of-way along the Property to the Premises as such access route is shown and described on the attached Exhibit C (collectively, the "Premises").
- (b) From and after the date of this Lease as set forth above for the time period set forth below (the "Testing Period"), and at any time during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, subdivision by lease applications, 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 shall not be entitled to construct any improvements on the Premises during the Testing Period without giving written notice to Landlord of its intent to commence the Initial Term of this Lease. All such access to the Premises shall be with at least twenty-four (24) hours prior scheduling notice to Landlord, and Landlord shall accompany and or provide direction to Tenant and its guests, agents, customers, sublessees, and assigns as to the means and route of such access to the Premises using existing roadways Tenant will not be liable to

Tower Site Number _____
Tower Site Name: _____

Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. The Testing Period activities and the terms and conditions related to the Testing Period shall only apply to the area being leased to Tenant ("Premises"), and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, and maintenance of a wireless communication site. The Testing Period shall run from and after the date of this Lease until January 31, 2017, provided that Tenant shall have submitted all documents, all fees, and shall have done all things reasonably necessary in the application process pertaining to obtaining all required Governmental Approvals by June 30, 2016. If Tenant fails to make a complete submission for the Governmental Approvals to the necessary reviewing authorities by June 30, 2016, then either party may terminate this Lease effective immediately by giving written notice thereof to the other.

- (c) At any time during the Testing Period and any extension thereof, Tenant, at its option and election, may commence the Initial Term of this Lease by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Lease, and Landlord shall have the right to collect rent upon the Commencement Date. In addition, Tenant shall pay to Landlord on the first day of the first month after the Commencement Date the sum of Twenty Thousand Dollars (\$20,000.00) as consideration for Landlord's agreement to the modified terms, conditions, and extensions set forth within this Revised and Restated Lease Agreement. Such sum shall be paid in addition to rent and any and all other payments required of Tenant hereunder. If Tenant does not affirmatively commence the Initial Term during the Testing Period or any extension thereof by giving written notice to Landlord, this Agreement will automatically terminate at the expiration of the Testing Period or any extension thereof, and the parties will have no further liability to each other, excepting only Tenant's Premises restoration and indemnification obligations set forth in Paragraph 1(b) above, which shall survive the termination of this Lease.
- (d) Tenant shall pay Landlord the lump sum of One Thousand Six Hundred Dollars (\$1,600.00) upon the execution of this Lease as prepaid, non-refundable rent for the Testing Period.

2. TERM.

- (a) Provided that Tenant has given written notice to Landlord of its intent to commence the Initial Term of this Lease under Paragraph 1(c) above, this Lease and the Tenant's obligation to pay Rent hereunder shall commence on the earlier of: (i) the first day of the month following site construction start by Tenant; or (ii) ninety (90) days from the end of the Testing Period (the "Commencement Date"), which shall be confirmed in writing from Tenant to Landlord. *Tenant acknowledges and agrees that construction may only occur on the Premises between May 1 and December 1 in a given year due to the alpine environment and Landlord's on-site business operations as a ski resort. This limitation shall apply to the initial construction of the site, and subsequent equipment installations. Modifications or changes to the site shall be excluded from this seasonal restriction, as feasible.* Unless extended or sooner terminated as herein provided, the term shall be for a period of one hundred twenty (120) months following the Commencement Date ("Initial Term").
- (b) Tenant shall have the option to extend the term of this Lease for three (3) successive additional periods of sixty (60) months each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

3. RENT.



Tower Site Number _____
Tower Site Name: _____

4. TAXES.

- (a) Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant's use of the Premises and or Communication Facility constructed thereupon (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In no event shall Tenant be required to pay any income taxes or other special assessments of tax due as a result of the rental income from Tenant to Landlord. In the event that Landlord fails to pay when due any taxes affecting the Premises, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent.
- (b) Landlord shall provide Tenant with a copy of any and all tax assessment documents or notices relating to the Communications Facility within fifteen (15) days of receipt by Landlord. If Landlord fails to provide Tenant with such notices within the required timeframe, Tenant shall be relieved of any responsibility to pay such taxes and Landlord waives any claims or rights to seek payment from Tenant relating to such assessments. Landlord and Tenant shall work in good faith to resolve any taxation issues, and allow for reasonable steps to remedy any assessment or accounting issues that may arise over time.

5. USE.

- (a) Tenant may use the Premises for the purpose of erecting, installing, operating and maintaining not more than two (2) radio and communications towers, together with associated transmitting and receiving equipment, equipment shelters, antennas, dishes, mounting structures, 8 foot high wood perimeter fence and related equipment for any other lawful purpose (collectively, the "Communication Facility"). Except as otherwise expressly provided herein, Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant, provided that there are no more than two (2) towers and the wooden perimeter fence are permitted to be constructed on the Premises, and no other building(s) or permanent structures, other than ground equipment and shelters for each carrier, the H-Frame with power meters, and other supporting equipment.. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, in Tenant's sole opinion, interferes with Tenant's use of the Premises for the intended purposes; Landlord shall also have the right to spray noxious weeds on the premises., Tenant shall have the exclusive right to install upon the Premises not more than two (2) communications towers, each to be designed as monopines and not to exceed 70' structure height (unless additional structure height is approved by Landlord in writing for collocation capability at any time in the future), 8 foot high

Tower Site Number _____
Tower Site Name: _____

perimeter fence, related equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary. Tenant shall not install tower guy wires on this site. All of Tenant's, and or Tenant's sublessees', equipment and materials must be kept, stored, and or located within the wooden perimeter fence

- (b) Landlord grants Tenant the right, subject to Landlord's prior written approval, which shall not be unreasonably withheld, to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may interfere with or fall upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive right of access in, over roads and through parking lots as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities along the route of an existing dirt roadway as is depicted in Exhibit C attached hereto. Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower(s) located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, sublessees, and assigns shall have the right to use, and shall have reasonable and free access to, the Premises provided that other than under an "Emergency Circumstance" as defined below (i) such access must be scheduled in advance with at least twenty-four hours' prior notice to Landlord (which notice may be given by e-mail), (ii) such access must be scheduled at a time which will not interfere with Landlord's ski resort business operations on the Property (recognizing that wintertime access to the Premises is necessarily and partly over and across active roadways and customer parking areas); and (iii) Landlord shall accompany and or provide direction to Tenant and its guests, agents, customers, sublessees, and assigns as to the means and route of such access to the Premises using the route depicted in Exhibit C.. In an Emergency Circumstance, defined as one where Tenant or a sublessee of Tenant is experiencing an interruption or failure of communications service, or any other malfunction with its equipment on site, or where damage to any equipment on site has occurred or is threatened due to inclement weather or other such conditions, the requirement of twenty-four hours' advance notice to Landlord shall not apply and Landlord need not accompany Tenant or its sublessee to the Premises in any such Emergency Circumstance, but Tenant or its sublessee shall still notify Landlord (i.e. an employee of Landlord designated to Tenant) by phone, text, or e-mail as soon as reasonably possible in advance of or concurrently with Tenant's access to the Premises to effect emergency maintenance and or repairs, no matter the hour or day. In such Emergency Circumstance, Tenant and its sublessees shall have immediate access to the Premises in order to correct the problem creating the emergency. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower(s) or any structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower(s) located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

Access
Easement



6. **ACCESS AND UTILITIES.** Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, successors and assigns a nonexclusive, ancillary license for ingress and egress (subject to the terms and conditions of access set forth in Paragraph 5(b) above) along the route depicted in Exhibit C attached hereto, as well as for the construction, installation, operation and maintenance of strictly underground electric and other utility facilities (including wires, conduits and appurtenant equipment) in a common location approved in advance by Landlord as depicted in Exhibits B and C attached hereto, with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, across and through any utility easement(s) as may be granted by Landlord to any utilities provider for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord shall cooperate with executing such underground utility easements in favor of public utility providers in form, content, and location acceptable to Landlord as may be reasonably necessary for Tenant's use and enjoyment of the Premises for the purposes contemplated by this Lease. In this connection, the parties expressly agree that the proposed route for underground utilities to the Premises as set forth on Exhibit C is acceptable to both Landlord and Tenant.
7. **EQUIPMENT, FIXTURES AND SIGNS.** Except as otherwise provided herein, all improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal

Tower Site Number _____
Tower Site Name: _____

property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, replace, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate and as contemplated by Paragraph 5(a) above, and such property shall not be deemed to be part of the Premises (except at the conclusion of this Lease at Landlord's option as provided herein), but shall remain the property of Tenant or its customers. At the conclusion of this Lease, unless Landlord notifies Tenant in writing within thirty (30) days of the Lease termination date that Tenant is required to remove all improvements and other equipment from the Premises, all such improvements and equipment of Tenant and its subtenants and licensees shall remain with the Premises and shall be deemed fixtures thereto and shall become the property of the Landlord, and neither Tenant nor Tenant's subtenants or licensees shall have the right to remove same. If Landlord affirmatively notifies Tenant in writing within thirty (30) days of the termination of this Lease that Tenant is to remove all above-ground infrastructure and equipment from the Premises, then within a reasonable time after such notice, not to exceed one hundred eighty (180) days from the termination date, Tenant and or its customers and or sublessees shall have the right and the obligation to remove their above-ground equipment, structures, fixtures, signs, and personal property from the Premises, at no expense to Landlord.

8. **ASSIGNMENT.** Subject to the terms and conditions of Paragraph 15 below, Tenant may assign this Lease to any person or entity at any time with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. After Landlord's consent to such assignment and delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. It shall be a condition precedent to the effectiveness of any such assignment by Tenant that Tenant's assignee or successor shall execute and acknowledge and deliver to Landlord a new "Acknowledgment of Termination of Lease" document as contemplated by Paragraph 24(h) below, to be held by Landlord and recorded at Landlord's option and expense upon the termination of this Lease. Landlord may assign this Lease, in whole, but not in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease.

9. **WARRANTIES AND REPRESENTATIONS.**

- (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those matters of public record, and that it alone has full right to Lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.
- (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.
- (c) Landlord does hereby authorize Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Landlord understands that any such applications and/or the satisfaction of any requirements thereof may require Landlord's cooperation, which Landlord hereby agrees to provide, at no expense or liability to Landlord. Landlord's authorization to Tenant under this paragraph shall be limited to uses and activities identified in this Lease, which include the construction, operation, and maintenance of a wireless communication site.

Tower Site Number _____
Tower Site Name: _____

- (d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities, at no expense or liability to Landlord. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower(s) site.
- (e) To the best of Landlord's actual knowledge and belief, Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, to the best of Landlord's actual knowledge and belief, (i) Landlord and the Premises are in compliance with all environmental, health, and safety laws; (ii) no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises; and (iii) there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property except to the extent such presence was caused by Tenant.
- (f) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Property. The Premises presently has no utility services running to such site, but utilities services are provided to improvements on the Landlord's Property within which the Premises are located. The Property abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property. Access to the Premises within the Property shall be under the terms and conditions set forth in Paragraphs 5(b) and 6 above.
- (g) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
- (h) It is intended that the description and depiction of the Premises in Exhibit B accurately reflect the proposed location of the Communication Facility and configuration of the Premises to a reasonable degree of specificity as denoted by a metes and bounds survey and or GPS coordinates, which is to be or has been produced at Tenant's expense, and accordingly the parties agree that, if any part of such tower(s), buildings, roadways, utilities, or anchors related to the communications tower(s) located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.
- (i) Landlord hereby agrees to indemnify, defend, and hold harmless Tenant and its officers, directors, shareholders, agents, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Landlord of any representation, warranty, or covenant of Landlord contained herein or in any agreement executed pursuant hereto.

Tower Site Number _____
Tower Site Name: _____

- (j) Landlord agrees to utilize reasonable efforts to obtain a Subordination and Non-Disturbance Agreement from Landlord's lender, if any, upon request by Tenant.
10. **HOLD OVER TENANCY.** Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.
11. **INDEMNITIES.** The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' fees, expert witness fees, and court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.
12. **WAIVERS.** TO THE GREATEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.
13. **INSURANCE.**
- (a) At all times while this Lease is in effect, during the Testing Period or any subsequent term, Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the minimum amount of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Landlord shall be named as an additional insured in such liability insurance policy. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.
- (b) Landlord shall carry, at no cost to Tenant, such casualty and or liability insurance on the Landlord's Property as Landlord shall determine in its sole absolute discretion. Landlord has no obligation to carry any insurance for the Premises or for any of Tenant's or Tenant's sublessees' improvements and or equipment on the Premises.
14. **INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any property adjacent to the Premises: (a) for any of the uses contemplated in Paragraph 5 herein; or (b) if such lease, license, or easement would materially and detrimentally impact Tenant's communications facilities, or the use thereof. Landlord shall not cause or permit the construction of radio or communications tower(s) on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant (Landlord's own private radio communications facilities for its ski-resort business excluded).
15. **RIGHTS OF FIRST REFUSAL.**
- (a) **Landlord's Right.** In the event Tenant intends to sell, assign, transfer, or convey all or any interest in its Leasehold estate hereunder in a transaction that only includes the rights under this Lease Agreement, including any transfer or assignment of its rental stream associated with all or any subleases hereunder, to a third party (the "Transferee"), *other than* in connection with the execution of a normal and customary sublease arrangement for tower(s) space with an "Additional Tenant" as part of its ordinary course of business (which

Tower Site Number _____
Tower Site Name: _____

sublease transaction shall be exempt from this provision), then prior to Tenant consummating such transaction with such Transferee, Landlord shall have a right of first refusal to match the terms of the third party offer or transaction (the "Offer") and thereby acquire the Tenant's interest in this Lease to be conveyed. The right of first refusal described in this paragraph shall not apply to sales or assignments which include multiple towers sites or all of the assets of Atlas Tower Holdings. In such circumstance, the Tenant shall serve a written notice (the "Transfer Notice") upon the Landlord. The Transfer Notice shall set forth the exact terms of the Offer so received, together with a copy of such Offer, and shall state the desire of the Tenant to sell or convey its interest in this Lease or sublease rental stream therefrom on such terms and conditions. Thereafter, the Landlord shall have the right and option to purchase the Tenant's interest in this Lease at the price and upon the terms and conditions specified in the Offer. If the Landlord desires to exercise its right of first refusal in this regard, it shall give notice (the "Counternotice") to that effect to the Tenant within thirty (30) calendar days after receipt of the Transfer Notice. The closing of the transaction for the Landlord's acquisition of the Tenant's interest in this Lease pursuant to this provision shall occur at the time set forth in the Offer, provided that Landlord shall not be required to close before the 15th day following the date of the Counternotice. The Landlord's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offers.

- (b) **Tenant's Right.** The following right of refusal is not applicable to a sale of Landlord's property, but rather a sale of rights conferred to Tenant under this lease agreement for the Premises. If during the term of this Lease, as might be renewed or extended, the Landlord receives a bona fide arm's length offer to purchase the Premises, as a stand-alone, separate parcel of record which parcel is not being sold by Landlord in connection with the sale of Landlord's Property or other Surrounding Property, or an assignment of the rental stream associated with this Lease, or both, from any third party (the "Transferee"), the Landlord shall serve a notice (the "Transfer Notice") upon the Tenant. The Transfer Notice shall set forth the exact terms of the offer so received, together with a copy of such offer, and shall state the desire of the Landlord to sell the Premises or its rights under this Lease or to the rental stream under this Lease on such terms and conditions. Thereafter, the Tenant shall have the right and option to purchase the Premises or interest under this Lease proposed to be sold by Landlord at the price and upon the terms and conditions specified in the offer (the "Offer"). If the Tenant desires to exercise its option, it shall give notice (the "Counternotice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing of the purchase and sale of the Premises or Landlord's rights under this Lease as applicable pursuant to this option shall occur at the time set forth in the Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offers. Landlord agrees not to sell, lease or use any of the subject Property or Surrounding Property to a purchaser other than the Tenant for the installation, operation, or maintenance of other wireless communication facilities without the express written permission of Tenant and subject to a study to determine if such other facility might interfere with the then existing equipment and structures. Tenant shall retain the right to refuse such use for any reason. Landlord shall not be prohibited from the selling, leasing or use of the Property or Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new Landlord shall have a duty at the time of transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, or other paperwork required to effect a transfer of Rent to the new Landlord. The provisions of this paragraph shall in no way limit Tenant's rights or Landlord's obligations under the terms of this Lease.
16. **SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises, provided that Tenant will construct a 8 foot high wooden fence around the Premises. The security activities under this paragraph shall only apply to the area being leased to Tenant ("Premises"), and shall be limited to uses and activities identified in this Lease, which include the construction, operation, and maintenance of a wireless communication site.
17. **FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

Tower Site Number _____
Tower Site Name: _____

18. **CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Landlord.
19. **DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Lease shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within the applicable cure period after the effective date of such notice. For defaults involving the non-payment of rent or any other monetary amount, the cure period shall be ten (10) days. For all other instances of default, the cure period shall be thirty (30) days. In the event any such non-monetary default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with reasonable due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.
20. **REMEDIES.** Should the defaulting party fail to cure a default under this Lease within the applicable cure period provided, the other party shall have all remedies available either at law or in equity, including the right to terminate this Lease. In the event Landlord elects to terminate this Lease due to a default by Tenant, it shall assume the position of Tenant with respect to the Additional Tenants, and shall continue to honor all sublease and sublicense commitments made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Lease, but with all rents and or other consideration under such subleases being paid to Landlord instead of Tenant following such termination of this Lease by Landlord.
21. **ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
22. **PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof. Specifically, this Lease acts as a full novation of that certain previous Lease executed by and between the parties dated September 4, 2014.
23. **NOTICES.** All notices, requests, claims, demands, and other communications required hereunder (other than with respect to access to the Premises under Paragraph 5(b)) shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice sent by e-mail or fax shall not be effective. Notice shall be deemed received and effective on the earlier of: the date of delivery as demonstrated by the receipt of delivery, or three (3) days from the date of mailing. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

Tower Site Number _____
Tower Site Name: _____

LANDLORD:
Bridger Bowl, Inc.
15795 Bridger Canyon Rd.,
Bozeman, MT 59715

TENANT:
Atlas Tower 1, LLC
4450 Arapahoe Ave., Suite 100
Boulder, CO 80303

24. MISCELLANEOUS.

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (d) Failure of party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.
- (e) This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located, being Montana, and venue shall be proper in the courts of Gallatin County, Montana
- (f) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. Specifically, this Lease acts as a full novation of that certain previous Lease executed by and between the parties dated September 4, 2014. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- (g) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (h) Provided that Tenant has met its application and submission deadline of June 30, 2016, concerning the Governmental Approvals, so long as this Lease remains in effect and at any time after June 30, 2016, a short-form Memorandum of this Lease may be recorded at Tenant's option and at Tenant's expense in the form as depicted in Exhibit D attached hereto, and each party hereby agrees to execute such form promptly following request by the other, provided that, Tenant shall also simultaneously execute and acknowledge a corresponding instrument entitled "Acknowledgment of Termination of Lease" in recordable form and as prepared by Landlord to be held by Landlord, which instrument may be recorded by Landlord at Landlord's option and expense upon the termination of this Lease for purposes of clearing the recorded Memorandum of Lease from title to the Property. It is understood and agreed that this "Acknowledgement of Termination" instrument is executed concurrently with this Lease merely as a convenience to Lessor so that this document is readily available for recording upon a later date as appropriate, and that the present execution of this instrument does not, in and of itself, effect the termination of this Lease, nor will it be deemed operative, nor will it be recorded by Lessor, until and unless the Lease is otherwise terminated or expired by and of its terms set forth herein. Tenant also agrees to execute upon demand by Landlord or concurrently with this Lease an instrument in recordable form prepared by Landlord terminating and extinguishing that certain Memorandum of Lease as was recorded with the County Clerk and Recorder of Gallatin County, Montana, on December 21, 2015, as Document No. 2533622, under the terms of the original Lease dated September 4, 2014, pertaining to the originally contemplated site of the communications tower(s) facility; this termination instrument shall be recorded in order to clear title to Landlord's other real property affected thereby of this encumbrance - it being understood and agreed that the recorded Memorandum of Lease for the originally contemplated lease site is no longer applicable and is now moot.
- (i) Landlord agrees to provide Tenant with a completed W-9 form upon lease execution for Tenant's bookkeeping and tax accounting purposes.

Tower Site Number _____
Tower Site Name: _____

CC

Tower Site Number _____
Tower Site Name: _____

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

WITNESSES:

Name: _____

Name: _____

LANDLORD:

Bridger Bowl, Inc.

By: 

Name: Randy Elliott

Title: General Manager

Date: 3/29/16

WITNESSES:

Name: _____

Name: _____

TENANT:

Atlas Tower 1, LLC

By:  **CPA Angus Tanners**

Name: Nathan Foster **CPA Angus Tanners**

Title: President, Atlas Tower 1, LLC

Date: 3/23/16



EXHIBIT A

Description of Parent Tract

Tract I of Certificate of Survey No. 2039, according to the official survey thereof on file and of record in the office of the County Clerk and Recorder for Gallatin County, Montana.

eye

EXHIBIT B

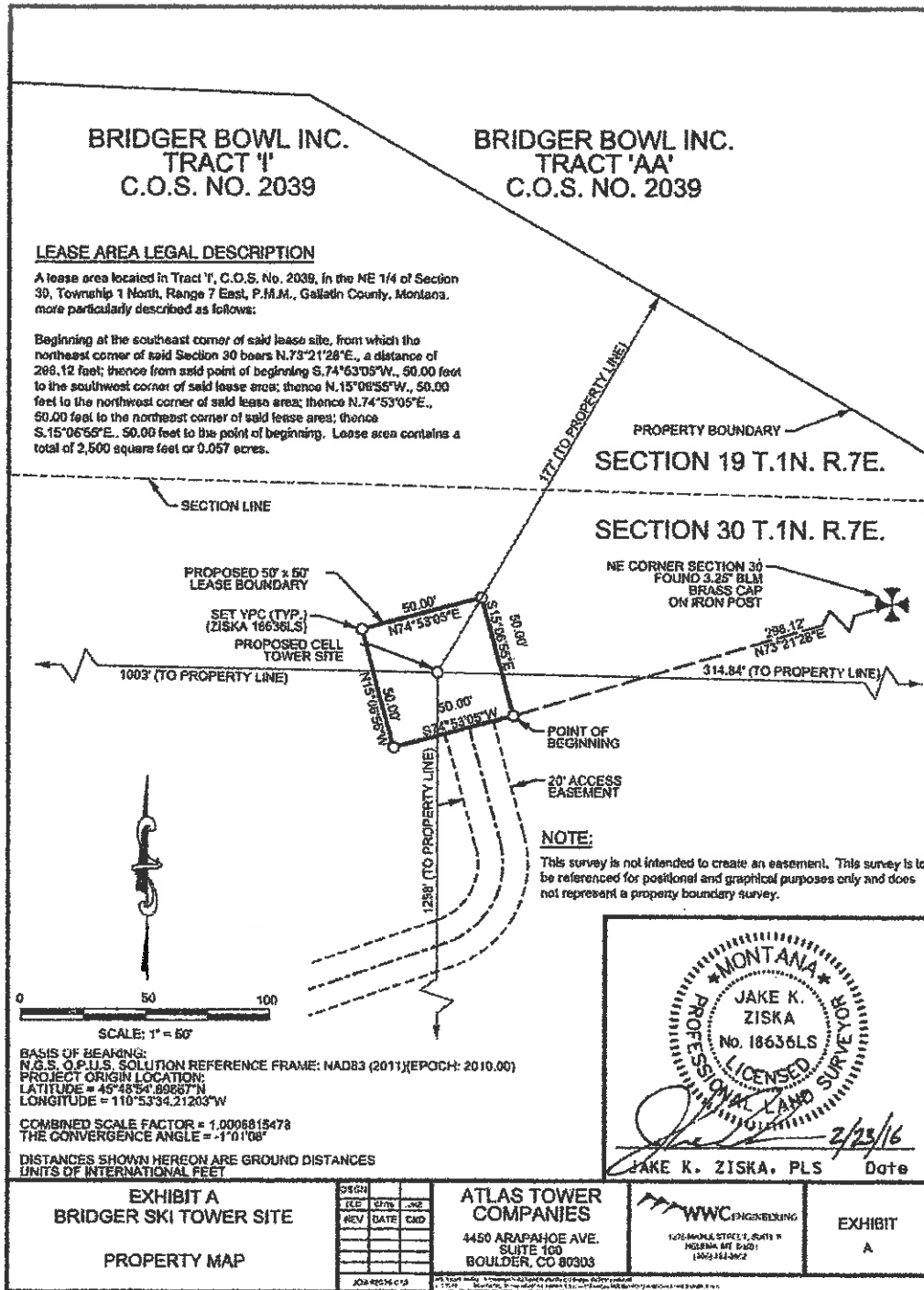
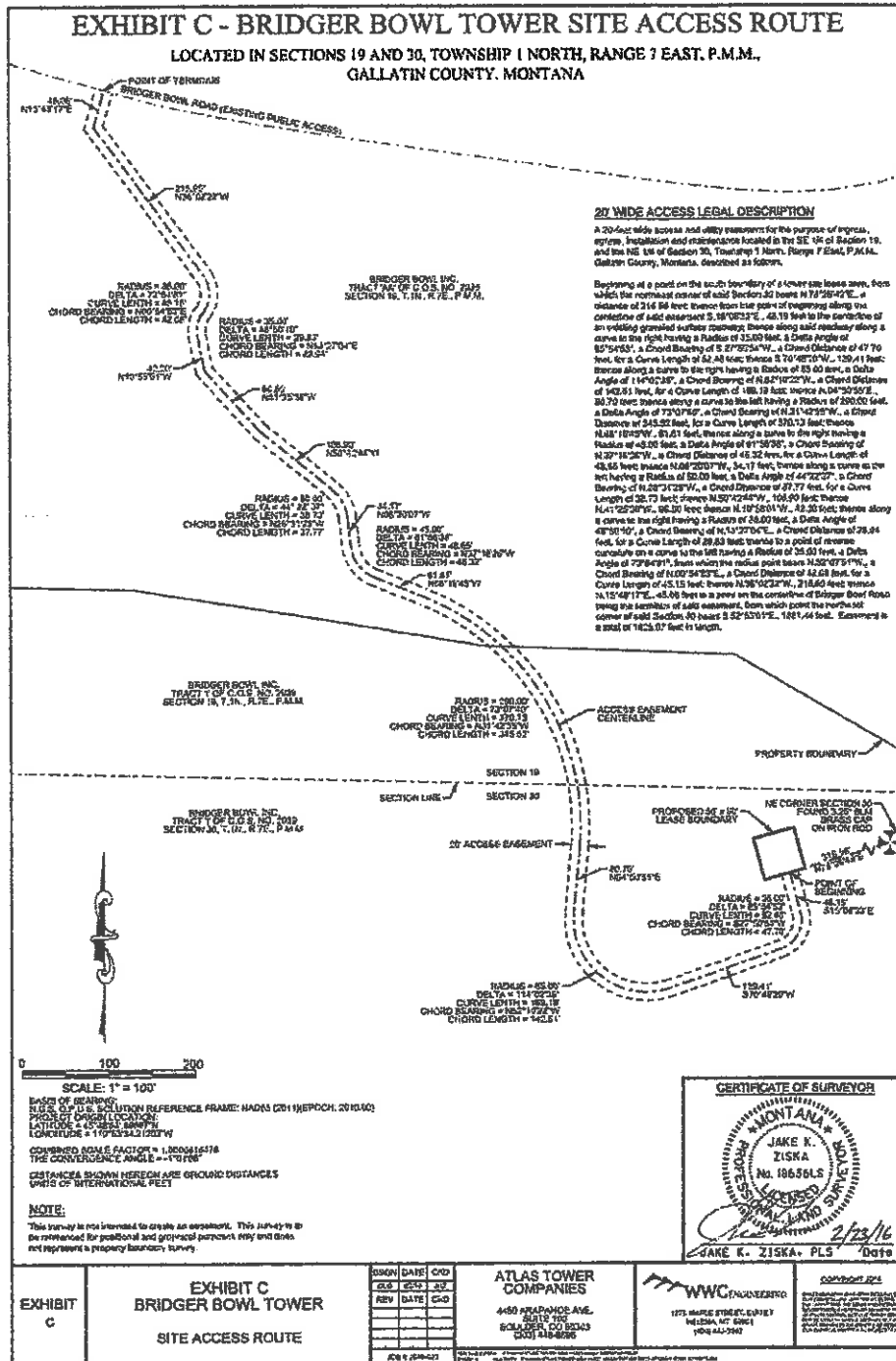


EXHIBIT C

DECLARATION OF PROTECTIVE COVENANTS

This Declaration, made this 10th day of May, 1993, by 360 RANCH CORPORATION, a Nevada corporation of P.O. Box 516, Glenbrook, Nevada 89413, hereinafter referred to as "Declarant."

R E C I T A L S:

A. WHEREAS, Declarant is the owner of the land described on Exhibit A attached hereto which land is located in Gallatin County, Montana;

B. WHEREAS, Declarant received planned unit development approval, on February 10, 1993, for the lands described on Exhibit A. A condition of the planned unit development approval requires that these covenants be filed of record within ninety (90) days of the date of approval and before the land described on Exhibit A shall have been submitted for subdivision review and approval. It is the intent of Declarant that these covenants shall be further revised and amended as part of the subdivision review and approval process at which time the property shall be divided into blocks, lots, tracts, common areas and other appropriate divisions. These Covenants shall be made specific for the various land divisions which result from the subdivision review and approval process.

C. WHEREAS, Declarant desires to place covenants and restrictions upon said premises for the benefit of the owners and to preserve and conserve open space, the natural environment, and scenic qualities of all of said lands and to provide residential, commercial, and recreational uses.

NOW, THEREFORE, Declarant hereby establishes, dedicates,

publishes, and imposes upon the premises the following protective covenants which shall run with the land and declares that all of the above-described property shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value, natural amenities, and desirability of said property and shall be binding on all parties having any right, title, or interest in the described premises or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

OWNERS ASSOCIATION

1.1 Declarant shall form and establish a non-profit Owners Association for the purpose of insuring that these covenants are complied with and to provide an entity to administer and enforce these covenants for the benefit of all the owners of the premises described above. All privileges, rights, powers, duties, and authorities of these covenants shall vest in the Association. All owners and lessees of real property described on Exhibit A attached hereto shall automatically be members of such Owners Association and shall be bound by the provisions of the Articles and Bylaws of the Association. The Association shall have the authority to make such charges and assessments to the members of the Association as are reasonably necessary to carry out its function and duties. The Association shall have the power to levy assessments to raise revenue for capital improvements and costs, for operational costs

of the Association, and for maintenance and operational costs of the roads and common areas held by the Association. Such assessments shall be levied by the Board of Directors of the Association. The amount of each assessment levied shall be no greater than is reasonably necessary to meet the anticipated costs and expenses of the Association. The Board of Directors of the Association, by a vote of a majority of the members of the Board, shall determine the amount of each assessment, which assessment shall not exceed the amounts specified in the Bylaws without first obtaining the approval of a majority of the membership of the Association. Unpaid assessments, upon notice thereof being duly filed of record, shall be a lien against which such unpaid assessment was made. Such lien may be foreclosed upon in a like manner as a mortgage on real property, which foreclosure proceedings may include the award of court costs, reasonably expenses and disbursements necessarily incurred, and reasonable attorney's fees.

ARTICLE II

OPEN SPACE

2.1 The premises described on Exhibit A attached hereto is located in the Bridger Bowl Base Area and in part of the Bridger Canyon Zoning District. The Bridger Canyon Zoning Ordinance requires that a certain percentage of land within the Base Area remain as open space. This requirement applies to both common areas and private lots or tracts. The owners of all lands

described on Exhibit A attached hereto shall preserve open space, as required by the Bridger Canyon Zoning Ordinance, by complying with the Bridger Bowl Base Area Design Guidelines, a copy of the Guidelines are attached hereto as Exhibit B. A copy of the Design Guidelines shall also be kept on file at the office of the Owners Association. No open space area shall be developed or otherwise improved in violation of the Design Guidelines.

ARTICLE III

COMMON AREAS

3.1 Declarant shall convey to the Owners' Association all lands designated as common area, as specifically identified and described in the subdivision review and approval process, to be held by the Association as common area and open space for the benefit of all owners and their invitees. Each owner shall have the right to the use and enjoyment of the common area, subject to the reasonable rules of the Association.

ARTICLE IV

WEED CONTROL

4.1 The owner of each lot, tract, or parcel described on Exhibit A attached hereto shall be responsible for control of county-declared noxious weeds located on his property in accordance with the Gallatin County Weed Control Ordinance.

ARTICLE V

COMMITTEE FOR DESIGN REVIEW

5.1 A Committee for Design Review (CDR) is hereby created as a sub-committee of the Owners Association. The CDR is established to coordinate, expedite and assure fair and equitable implementation of the Design Guidelines and Protective Covenants. The powers, duties, responsibilities, and procedures of the CDR are set forth in the Bylaws of the Association and the Bridger Bowl Base Area Design Guidelines. The owner of each lot, tract, or parcel, as described in Exhibit A attached hereto, shall comply with the CDR and Bridger Bowl Base Area Design Guidelines in all respects.

ARTICLE VI

MAINTENANCE OF COMMERCIAL BUSINESSES

6.1 The owners of all commercial businesses located on lots, blocks or tracts to be created on the lands described on Exhibit A shall maintain all structures and facilities erected thereon in good order and repair and in compliance with the Bridger Bowl Base Area Design Guidelines. This obligation to maintain shall continue in the event a commercial business shall cease to operate on all or any portion of a lot, block or tract. The obligation to maintain commercial structures and facilities shall be enforceable pursuant to the provisions of Article VIII of these Covenants.

ARTICLE VII

OVERNIGHT RENTAL USE RESTRICTION

7.1 The overnight accommodations to be contained in the developments currently known as The Inn, Promontory Chalets, Village Chalet Condominiums, Lodge Condominiums, and Units 1-33 of the Village Cluster Homes shall be available for overnight rental use by the general public for at least forty eight (48) weeks per calendar year through a central reservation and check-in service.

ARTICLE VIII

ENFORCEMENT

8.1 Violation by an owner, occupant, licensee, or designee of an owner, of any restrictions, conditions, covenants, or agreements herein contained shall give to the Association, acting through its Directors, and with reasonable notice, the right to enter upon the property concerned, and to summarily abate and remove at the expense of the owner any structure, thing, or condition that may be in, or upon, said parcel contrary to the provisions hereof without being deemed guilty of trespass. The result of every act or omission whereby any restrictions, condition, covenant, or agreement is violated in whole, or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and

charges now or hereafter imposed. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Should any lawsuit or other legal proceeding be instituted by the Association against an owner alleged to have violated one or more of the provisions of this Declaration and should the Association be wholly or partially successful in such proceeding, the offending owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees.

ARTICLE IX

AMENDMENT

9.1 These conditions, covenants, and restrictions shall not be amended, abandoned, terminated, modified, or supplemented without the consents contained in a written instrument recorded in the office of the Clerk and Recorder of Gallatin County, Montana, duly signed and acknowledged by the owners of record of not less than seventy-five percent (75%) of the lots, blocks, and tracts subject to this Declaration. Any condition, covenant, and restriction included in this Declaration as a condition of approval by the Bridger Canyon Planning and Zoning Commission shall not be amended, abandoned, terminated, modified, or supplemented without the written consent of not less than seventy-five percent (75%) of the owners of record of the lots, blocks, and tracts subject to this Declaration and the written consent of the Bridger Canyon

Planning and Zoning Commission. Said mutual consents shall be contained in a written instrument recorded in the office of the Clerk & Recorder of Gallatin County, Montana duly signed and acknowledged by the required number of owners of record of the lots, blocks, and tracts subject to this Declaration and the Bridger Canyon Planning and Zoning Commission.

360 RANCH CORPORATION

By: Kelly B. Meyers
Its: Vice President

STATE OF MONTANA)
 : ss.
County of Gallatin)

On this 10th day of May, 1993, before me, a notary public in and for said State, personally appeared Kelly Meyers, known to me to be the Vice-president of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.



Thomas R. Anacker
Notary Public for the State of Montana
Residing at: Bozeman, MT
My commission expires: 6-29-94

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EXHIBIT A

PARCEL I

A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 20, Township 1 North, Range 7 East, M.P.M., described as follows:

Beginning at Point "A", said point being located at the intersection of the south section line of Section 20 and the West right of way line of the Bridger Canyon secondary road, said point of beginning being located 533.4 feet (more or less) westerly from the South Quarter corner of Section 20; thence proceeding North 89 degrees 40' West (more or less) along the South section line of Section 20 a distance of 625 feet to Point "B", thence proceeding North 4 degrees 40' East a distance of 890 feet (more or less) to the south right of way easement line for the U.S. Forest Service road to Bridger Bowl to Point "C"; thence proceeding South 38 degrees 14' East (more or less) along the south U.S.F.S. easement line a distance of 200 feet (more or less) to Point "D" located at the line where the U.S.F.S. right of way changes from a 150 feet width on the East to a 60 foot width on the West; thence South 51 degrees 46' West (more or less) a distance of 45 feet to Point "E"; thence South 38 degrees 14' East along the South U.S.F.S. easement line a distance of 360 feet (more or less) to Point "F"; thence following a curve along the South U.S.F.S. easement line a distance of 200 feet (more or less) to Point "G"; thence South 71 degrees 14' East (more or less) along the South U.S.F.S. easement line a distance of 80 feet (more or less) to Point "H" located on the West right of way line of the Bridger Canyon secondary road; thence south 3 degrees 55 1/2' West (more or less) along the West right of way line of said secondary road a distance of 295 feet (more or less) to Point "A", the point of beginning.

Reference Film III page 285, AND 76 FM 127.

PARCEL II

Certificate of Survey No. 920, located in the SE1/4 Section 19, Township 1 North, Range 7 East, P.M.M., all according to the official plat thereof on file and of record in the Gallatin County Clerk and Records office, Gallatin County, Montana.

PARCEL III

That portion of the SW1/4 of Section 19, Township 1 North, Range 7 East, M.P.M., more particularly described as follows:

A tract of land situated in the Southeast corner of the SW1/4 of Section 19, Township 1 North, Range 7 East, M.P.M., and more particularly described as follows: Beginning at a point "A" located at the intersection of the East sixteenth line of the SW1/4 of Section 19 and the South boundary of the ski jump outrun located in the Bridger Bowl Base area and said point "A", being approximately 550 feet North of the brass cap set by the Montana Registered Land Surveyor Number 779 ES at the South one-sixteenth point of the SE1/4 of Section 19; thence South along the one-sixteenth line, a distance of approximately 183 feet to the point "B" located 367 feet North of the South one-sixteenth point of the SE1/4 of Section 19, which said point "B" is the place of beginning; thence South 49 degrees 44' West, a distance of 111.5 feet to point "C"; thence South 72 degrees 21'

West, a distance of 115.5 feet to point "D"; thence South 63 degrees 26' West, a distance of 112 feet to point "E"; thence South 36 degrees 23' West, a distance of 118 feet to point "F"; thence South 17 degrees 15' West, a distance of 118 feet to the South section line of Section 19 to point "G"; thence East along South line of the SE $\frac{1}{4}$ of said Section 19 to the brass cap set by Montana Registered Land Surveyor Number 779 ES at the South one-sixteenth point of the SE $\frac{1}{4}$ of said Section 19; thence North along the one-sixteenth line of said SE $\frac{1}{4}$, a distance of 367 feet, more or less, to point "B", the place of beginning. (Recording reference in Film 76, page 127)

PARCEL XV

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19 and the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 20 lying West of the right of way of the New Bridger Canyon Secondary Road, save and except the following tracts of land:

A tract of land located in the SE $\frac{1}{4}$ of Section 19, and the SW $\frac{1}{4}$ of Section 20, Township 1 North, Range 7 East, M.P.M., Gallatin County, Montana, being more particularly described as follows:

Beginning at a point which bears North 1 degree 8' 12" West, along the East line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 19, a distance of 70.00 feet from the Southeast corner of said Section 19; thence North 64 degrees 11' West, a distance of 737.40 feet; thence South 89 degrees 13' 56" West, a distance of 660.00 feet to a point on the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 19; thence North 1 degree 00' 53" West along said West line a distance of approximately 390 feet; thence North 89 degrees 10' 06" East, a distance of 200.00 feet to a point on the South right of way line of the existing access road to Bridger Bowl Ski Area; thence along said right of way through a curve to the left having a tangent bearing of South 76 degrees 10' 50" East, a central angle of 8 degrees 8' 42", a radius of 1594.97 feet and an arc length of 226.74 feet; thence continuing along said right of way, South 84 degrees 19' 32" East, a distance of 496.42 feet; thence along said right of way through a curve to the left having a central angle of 46 degrees 2' 10", a radius of 559.60 feet, and an arc length of 449.63 feet; thence continuing along said right of way, North 49 degrees 38' 18" East, a distance of 123.85 feet; thence leaving said right of way, South 38 degrees 43' 7" East, a distance of 619.68 feet; thence South 51 degrees 14' 48" West, a distance of 513.83 feet; thence South 89 degrees 12' 1" West, a distance of 86.00 feet to the point of beginning; as shown on Certificate of Survey No. 96. ALSO EXCEPTING THEREFROM Certificate of Survey Nos. 919 and 920 being tracts of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19 of said Township and Range. (Recording reference in Film 76, page 127)

PARCEL V

Tract A-1 of Certificate of Survey Number 94-B located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Nineteen (19), and the West Half (W $\frac{1}{2}$) of Section Twenty (20), Township One (1) North, Range Seven (7) East, M.P.M., Gallatin County, Montana, containing twenty (20) acres, more or less.

PARCEL VI

Tract 1-A of Certificate of Survey No. 95 A, located in the NE $\frac{1}{4}$ of Section 30 and NW $\frac{1}{4}$ of Section 29, Township 1 North, Range 7 East, M.P.M., Gallatin County, Montana.

PARCEL VII

The W $\frac{1}{2}$ /2NW $\frac{1}{4}$, that part of the SE $\frac{1}{4}$ /4NW $\frac{1}{4}$ lying West of the public road, as established, constructed, and located on June 15, 1923, and that part of the SW $\frac{1}{4}$ lying West of the public road, as established, constructed, and located on June 15, 1923, of Section 17, Township 1 North, Range 7 East, P.M.M., Gallatin County, Montana. Recording reference Book 147 of Deeds, Page 404, records of Gallatin County, Montana.

PARCEL VIII

NE $\frac{1}{4}$ /4NW $\frac{1}{4}$ of Section 17, Township 1 North, Range 7 East, M.P.M., Gallatin County, Montana, lying West of the County Road as established, constructed, and located on June 15, 1923. Recording reference Book 79 of Deeds, Page 421, records of Gallatin County, Montana.

PARCEL IX

SE $\frac{1}{4}$ /4NE $\frac{1}{4}$ and S $\frac{1}{2}$ /2NE $\frac{1}{4}$ /4NE $\frac{1}{4}$ of Section 19, Township 1 North, Range 7 East, M.P.M., Gallatin County, Montana.

PARCEL X

Tract 5 of Certificate of Survey No. 1072, said survey being located in the N $\frac{1}{2}$ of Section 19, Township 1 North, Range 7 East, M.P.M., Gallatin County, Montana.

PARCEL XI

Tract B-1 of Certificate of Survey No. 94B, located in the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 20, Township 1 North, Range 7 East, M.P.M., Gallatin County, Montana.

EXCEPTING THEREFROM:

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.25 acres of land immediately surrounding the Roundhouse Building at Bridger Bowl Ski Area located in Section 19, Township 1 North, Range 7 East, M.P.M., Gallatin County, Montana.

ALSO EXCEPTING THEREFROM:

A tract of land located in the Southeast one-quarter (SE $\frac{1}{4}$) of Section Nineteen (19), and the Southwest one-quarter (SW $\frac{1}{4}$) of Section Twenty (20), Township 1 North, Range 7 East, Montana Principal Meridian, Gallatin County, Montana, being more particularly described as follows:

Beginning at a point which bears North 01°08'12" West along the East line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 19, a distance of 70.00 feet from the Southeast corner of said Section 19; Thence North 64°11'00" West, a distance of 737.40 feet; Thence South 89°13'56" West, a distance of 660.00 feet to a point on the West line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 19; Thence North 01°00'53" West, along said West line a distance of 920.78 feet to a Northwest corner of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 19; Thence North 89°10'08" East, along the North line of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 19, a distance of 200.00 feet; Thence leaving said North line, South 01°00'53" East, a distance of 552.80 feet to a point on the South right-of-way line of the existing access road to Bridger Bowl Ski Area; Thence along said right-of-way through a curve to the left having a tangent bearing of South 76°10'50" East, a central angle of 08°08'42", a radius of 1594.97 feet and an arc length of 226.74 feet; Thence continuing along said right-of-way, South 84°19'32" East, a distance of 496.42 feet; Thence along said right-of-way, through a curve to the left having a central angle of 46°02'10", a radius of 559.60 feet, and an arc length of 449.63 feet; Thence continuing along said right-of-way North 49°38'18" East, a distance of 123.85 feet; Thence leaving said right-of-way South 38°43'07" East, a distance of 619.68 feet; Thence South 51°14'48" West a distance of 513.83 feet; Thence South 89°12'01" West, a distance of 86.00 feet to the point of beginning, as shown on Certificate of Survey No. 96. EXCEPTING THEREFROM Certificate of Survey No. 920, a tract of land in the Southeast Quarter of Section 19 of said Township and Range.