

COMMUNITY DEVELOPMENT MEMORANDUM
#10-22

July 22, 2010

TO: Honorable Joyce Downing and City Council Members

FROM: William Simmons, City Manager *WAS*
James Hayes, Director of Planning and Development *JH*
Patrick Breitenstein, NURA Executive Director *PB*

SUBJECT: CR-104, Clearwire Lease Agreement, Wyco Park

RECOMMENDATION:

Attached to this memorandum is CR-104, a resolution approving a ground lease with Clearwire Wireless for installation of telecommunications equipment in Wyco Park. Staff recommends that this Resolution be approved.

BACKGROUND:

Voicestream PCS (T-Mobile) operates a cell tower with supporting equipment on a 310 square foot site in Wyco Park leased from the City for \$500.00 a month. Clearwire Wireless, LLC now proposes to co-locate additional antennas on the existing pole and to install the necessary supporting equipment on the ground adjacent to the existing facilities used by T-Mobile. Plans showing the existing site and the proposed Clearwire additions are attached to this memo.

The proposed additional lease area is 124 square feet, bringing the total leased area to 434 square feet. The monthly rent for the new lease area would start at \$300.00, for a total rent for the full site of \$800.00 a month. The initial lease term is five years with an option to extend for five additional five year terms. The rent would increase by 10 percent at each extension. In addition to the lease area the agreement, in Section 7, provides both pedestrian and vehicular access to the site across the park. Clearwire is obligated to repair any damage to the park caused by their activities.

The agreement may be terminated by either party for default and by the tenant if unable to obtain necessary governmental approvals, or if the site is determined to be unsuitable for the intended purposes.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to the proposed resolution and Agreement.

BUDGET/TIME IMPLICATIONS:

There is no anticipated commitment of staff time or expense to the City created by the lease agreement other than general property and lease management. In the first year the lease will generate \$3600.00 in revenue. If extended for the five optional terms, the final term would generate approximately \$5800.00.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Planning and Development Director James Hayes jhayes@northglenn.org, or Patrick Breitenstein, pbreitenstein@northglenn.org (303-450-8742.)

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-104
Series of 2010

Series of 2010

A RESOLUTION APPROVING A GROUND LEASE WITH CLEARWIRE WIRELESS, LLC FOR TELECOMMUNICATIONS EQUIPMENT AT WYCO PARK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council of the City of Northglenn hereby approves the ground lease between the City of Northglenn and Clearwire Wireless, LLC attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same.

DATED at Northglenn, Colorado, this ____ day of _____, 2010.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

GROUND SITE LEASE AGREEMENT

THIS GROUND SITE LEASE AGREEMENT ("Agreement") dated and is effective as of _____, 2010, is between Clear Wireless LLC, a Nevada limited liability company ("Clearwire" or "Tenant"), and The City of Northglenn, a Colorado municipal corporation ("Owner" or "Landlord").

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Landlord owns a parcel of land ("**Land or Property**") located in the City of Northglenn, County of Adams, State of Colorado, commonly known as 11501 Wyco Drive (APN: 0171902115010). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("**Effective Date/Due Diligence Period**"), Owner hereby leases to Clearwire and Clearwire leases from Owner approximately One hundred twenty-four (124) square feet of space on the Land and all other access and utility easements necessary or desirable therefore (collectively, "**Premises**") that are described in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 4 below ("**Due Diligence Period**"), Clearwire shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Clearwire may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Clearwire determines, during the Due Diligence Period, that the Premises are not appropriate for Clearwire's intended use, or if for any other reason, or no reason, Clearwire decides not to commence its tenancy of the Premises, then Clearwire shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Clearwire expressly acknowledge and agree that Clearwire's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Clearwire shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Use.** The Premises may be used by Tenant for any lawful activity in connection with the provisions of wireless communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities. Landlord agrees, at no expense to Landlord, to cooperate with Tenant, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

4. **Term.** The term of this Agreement shall commence upon the date Tenant begins construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Renewal Term.

5. **Rent.** Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent Three Hundred and 00/100 Dollars (\$300.00) per month ("**Rent**"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. At the commencement of each Renewal Term Rent shall increase by ten percent (10%) from the Rent during the previous Term or Renewal Term. Rent shall be payable to Landlord at The City of Northglenn, P.O. Box 330061, Northglenn, CO 80233; Attention: City Manager.

6. Improvements.

Tenant has the right to construct, maintain, install, repair secure, replace, remove and operate on the Premises radio communications facilities, including but not limited to utility lines, transmission lines, an air conditioned equipment shelter(s) and/or an air conditioned equipment room, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, add, maintain and alter the Premises for Tenant's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Title to the Tenant Facilities and any equipment placed on the Premises by Tenant shall be held by Tenant or its lenders or assigns and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Property.

7. Access. Landlord shall provide Tenant, Tenant's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Tenant. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, and such right and easement may be described generally in Exhibit B. Tenant shall repair and restore any damage caused to the Property by Tenant's activities.

8. Interference. Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities. Subsequent to the installation of the Tenant Facilities, Landlord will not install new equipment on or make any alterations to the Property, if such modifications are likely to cause interference with Tenant's operations. In the event interference caused by Landlord's installation of new equipment on or alterations of the Property occurs, Landlord agrees to use reasonable efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

9. Taxes. Tenant shall pay any applicable personal property taxes assessed against the Tenant Facilities. Tenant shall be responsible for all real property taxes assessed directly due to Tenant's leasehold interest in the Property.

10. Termination.

10.1 This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such thirty (30) day period and the defaulting party has commenced to cure the default within such thirty (30) day period and diligently pursues the cure to completion; provided that the maximum period for a party to cure a default shall be one hundred twenty (120) days; and provided further that the grace period for any monetary default is ten (10) days from receipt of written notice of such. This Agreement may be terminated by Tenant without further liability for any reason or for no reason, provided Tenant delivers written notice of termination to Landlord prior to the Term Commencement Date.

10.2 This Agreement may also be terminated by Tenant without further liability on thirty (30) days prior written notice (i) if Tenant is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Tenant from installing, removing, replacing, maintaining or operating the Tenant Facilities or using the Premises in the manner intended by Tenant; (ii) if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference; or (iii) if Tenant otherwise determines, within its sole discretion, that it will be unable to use the Premises for Tenant's intended purpose.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the

damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

12. Insurance; Subrogation; and Indemnity.

12.1 Tenant shall provide commercial general liability insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

12.2 Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from Tenant's breach of any term or condition of this Agreement or from the negligence or willful misconduct of Tenant or its agents, employees or contractors in or about the Property. The duties described in this Paragraph 12.2 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

13. Assignment. Tenant may assign this Agreement at any time with notice to be provided to Landlord as soon thereafter as reasonably possible.

14. Title and Quiet Enjoyment.

14.1 Landlord represents and warrants that (i) it has full right, power, and authority to execute this Agreement, (ii) Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods, (iii) it has obtained all necessary approvals and consents, and has taken all necessary action to enable Landlord to enter into this Agreement and allow Tenant to install and operate the Facility on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Landlord's Property.

14.2 Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises, Tenant shall have the right to terminate this Agreement immediately upon written notice to Landlord.

15. Environmental. As of the Effective Date of this Agreement Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation. Tenant shall indemnify, defend and hold Landlord harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 15 by Tenant; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors. The provisions of this Paragraph 15 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

16. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant Facilities or any portion thereof which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

17. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:	With a copy to:	If to Landlord, to:
Clear Wireless LLC Attn: Site Leasing 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900 Email: SiteLeasing@clearwire.com	Clear Wireless LLC Attention: Legal Department 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900	City of Northglenn P.O. Box 330061 Northglenn, CO 80233-8061 Attention: City Manager Telephone: 303 451 8326 Fax: Email:

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

18. **Miscellaneous.**

18.1 If Tenant is to pay Rent to a payee other than the Landlord, Landlord shall notify Tenant in advance in writing of the payee's name and address.

18.2 The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

18.3 If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.4 Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

18.5 This Agreement shall be governed under law of the State in which the Premises are located, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

18.6 A Memorandum of Agreement in the form attached hereto as Exhibit C may be recorded by Tenant confirming the (i) effectiveness of this agreement, (ii) expiration date of the Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.

18.7 All Exhibits referred herein are incorporated herein for all purposes.

18.8 This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

18.9 No provision of this Agreement shall be interpreted to supersede or limit Landlord's police powers and other governmental powers when acting in its governmental capacity, including without limitation, Landlord's review and approval of any applications relating to the Tenant Facilities, such as zoning reviews and approvals or issuances of building permits.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

TENANT:

Clear Wireless LLC, a Nevada limited liability company

By: _____

Name: _____

JIM AMATO
DIRECTOR-NETWORK DEPLOYMENT

Title: _____

Date: _____

7/2/10

STATE OF _____)

)

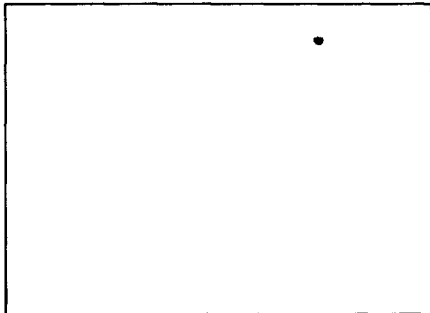
) ss.

COUNTY OF _____)

)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of CLEAR WIRELESS LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public

Print Name _____

My commission expires _____

ACKNOWLEDGMENT

State of California
County of Contra Costa County)

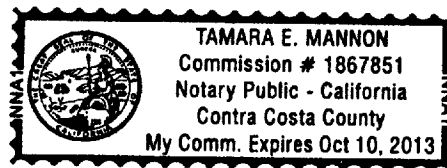
On July 2, 2010 before me, Tamara E. Mannon, Notary Public
(insert name and title of the officer)

personally appeared James Leo Amato
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tamara E. Mannon (Seal)



Type of Document Ground Site Lease Agmt
Site Number CO-DEN1139

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2010, by and between The City of Northglenn, a Colorado municipal corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 0171902115010

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

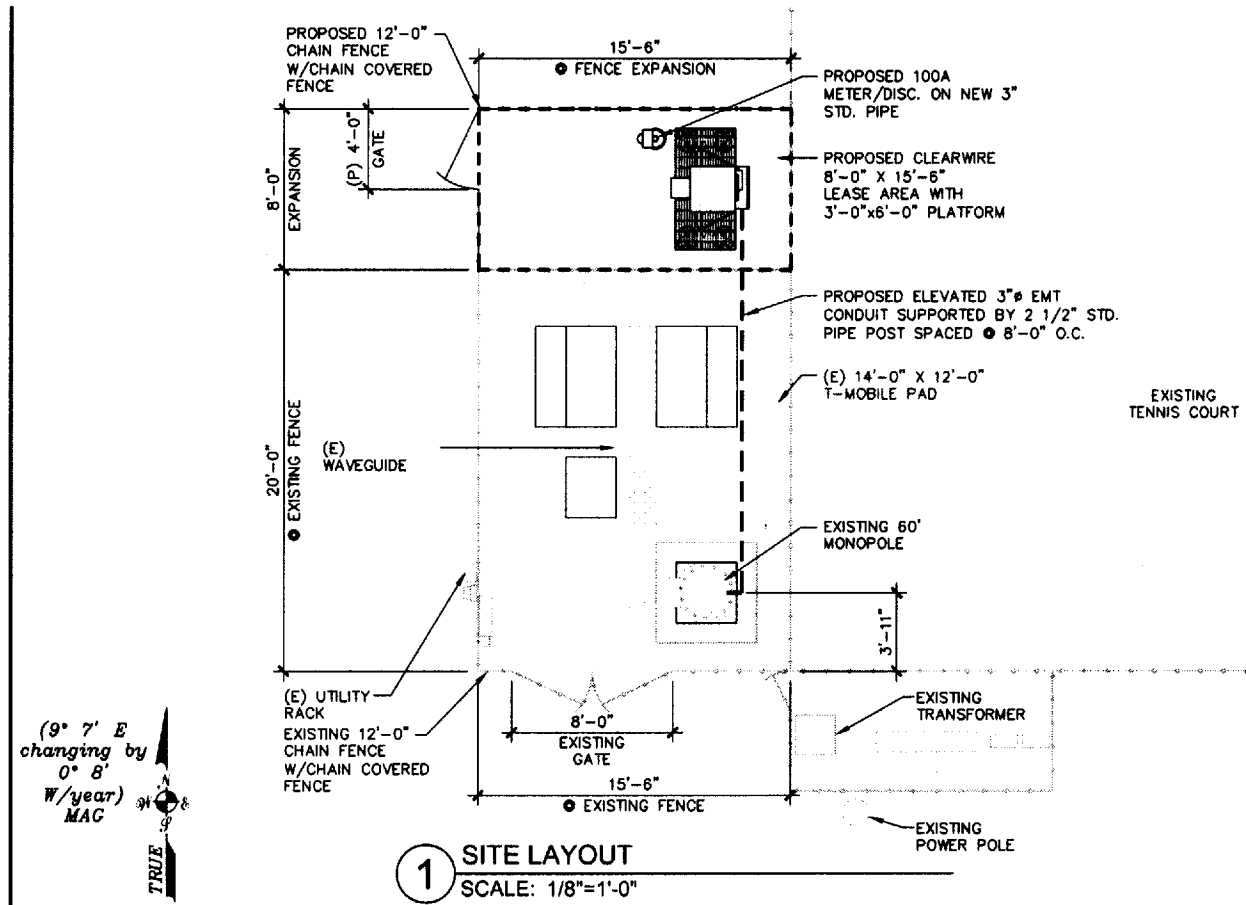
SUB:NORTHGLENN TWENTY THIRD FILING BLK:82 DESC: LOT 10 EXC THAT PT DESC AS FOLS
BEG AT NE COR LOT 10 TH SLY ALG E LN SD LOT 407/67 FT TH N WLY ON ANG TO RT OF 97D
03M 363/54 FT TO A PT ON W LN SD LOT TH NLY ON ANG TO RT OF 90D ALG W LN SD LOT
373/10 FT TO NW COR LOT 10 TH ELY 315/24 FT TO POB

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2010, by and between The City of Northglenn, a Colorado municipal corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

**EXHIBIT C
MEMORANDUM OF AGREEMENT FORM**

to the Agreement dated _____, 2010, by and between The City of Northglenn, a Colorado municipal corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

Clear Wireless LLC
4400 Carillon Point
Kirkland, WA 98033
Attn: Site Leasing

**MEMORANDUM OF AGREEMENT
APN: 0171902115010**

This MEMORANDUM OF AGREEMENT is entered into on _____, 2010, by The City of Northglenn, a Colorado municipal corporation, with an address at 11701 Community Center Drive, Northglenn, CO 80233 (hereinafter referred to as "Owner" or "Landlord") and Clear Wireless LLC, a Nevada limited liability company, with an address at 4400 Carillon Point, Suite 300, Kirkland, WA 98033 (hereinafter referred to as "Clearwire" or "Tenant").

1. Owner and Clearwire entered into a Ground Site Lease Agreement ("Agreement") dated as of _____, 2010, effective upon full execution of the parties ("Effective Date") for the purpose of Clearwire undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Clearwire's tenancy under the Agreement is for five (5) years commencing on the date Tenant begins construction of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

The City of Northglenn, a Colorado municipal corporation

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____
Title: _____
Date: _____

TENANT:

Clear Wireless LLC,
a Nevada limited liability company

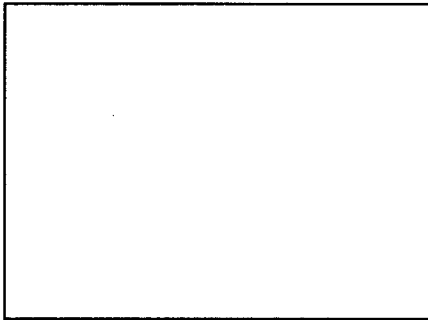
By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



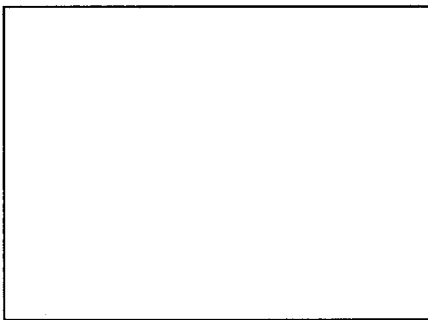
(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Clear Wireless LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____



SITE NUMBER
CO-DEN1139

SITE NAME
TENNIS COURT

COLOCATE 60' STEALTH MONOPOLE



ISSUED FOR:

REV	DATE	DESCRIPTION
LE	8/2/09	LEASE EXHIBIT
Z0	10/22/09	ZONING

PROJECT NO:	80917
DRAWN BY:	SLM
CHECKED BY:	SLM



CO-DEN1139
TENNIS COURT
11701 WYCO DRIVE
NORTHGLENN, CO 80233
COLOCATE
STEALTH MONOPOLE

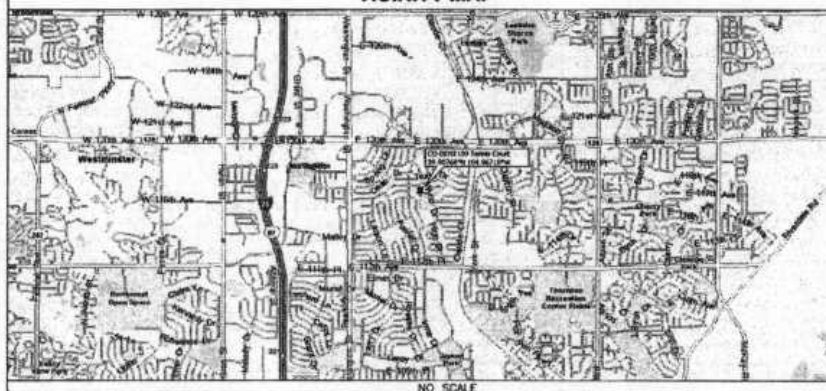
SHEET TITLE
TITLE SHEET

SHEET NUMBER: **T1** REVISION: **ZD**

PROJECT SUMMARY

SITE NAME: TENNIS COURT
SITE NUMBER: CO-DEN1139
SITE ADDRESS: 11701 WYCO DRIVE, NORTHGLENN, CO 80233
JURISDICTION: ADAMS COUNTY
TOWER OWNER: T-MOBILE, 2380 BISSO LAKE, CONCORD, CA 94521, DAN TARDIFF, (925) 288-6746
NODES: 39° 54' 27.648" N, -104° 58' 1.548" W, 5318' AMSL
LANDLORD: ADAMS 12 FIVE STAR SCHOOLS, 1500 E 128TH AVE, THORNTON, CO, JIM WALKER, (720) 972-4340
CUSTOMER/APPLICANT: CLEAR WIRELESS, LLC, 4400 CARILLON POINT, KIRKLAND, WA 98033, (425) 216-7600 OFFICE, (425) 216-7900 FAX
OCCUPANCY TYPE: UNMANNED
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

VICINITY MAP



DRIVING DIRECTIONS

DEPARTING FROM DENVER INTERNATIONAL AIRPORT, PROCEED ONTO PENA BOULEVARD WEST FOR 4 MILES TO EXIT 5. TAKE RAMP ON TO TOWER ROAD FOR 4 MILE TOWARDS EAST 104th AVENUE. TURN LEFT ONTO EAST 104th AVENUE FOR 4.1 MILES THE N THE NAME CHANGES TO SR-44 FOR AND ADDITIONAL 6.1 MILES. TURN RIGHT ONTO IRMA DRIVE FOR 1.6 MILES. THEN TURN RIGHT ONTO GILPIN STREET.

DRAWING INDEX

SHEET NO.	SHEET TITLE	REV.
T1	TITLE SHEET	ZD
Z1	ZONING	ZD
A1	SITE PLAN, ELEVATION & ANTENNA PLAN VIEW	ZD
A2	NOT USED	ZD
A3	CABINET MOUNTING DETAIL	ZD

APPROVAL LIST

TITLE	SIGNATURE	DATE
CLEARWIRE CONSTRUCTION MGR.		
RF ENGINEER:		
ZONING APPROVAL:		
SITE ACQUISITION:		
PROPERTY OWNER:		

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
SEE SHEETS G01 AND G02 FOR ADDITIONAL CONSTRUCTION NOTES.



CONTACT INFORMATION

ENGINEER: B&T ENGINEERING, INC, 1717 S. BOULDER, SUITE 300, TULSA, OK 74119, STEVE MANUEL, (918) 587-4630
SURVEYOR: T.S.D.
ELECTRIC PROVIDER: EXCEL ENERGY, (800) 628-2121, CUSTOMER SERVICE
TELEPHONE PROVIDER: QWEST, (800) 777-9594, CUSTOMER SERVICE

CODE COMPLIANCE

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

CODE TYPE	CODE
BUILDING/DWELLING	IRC 2003 W/ 2004 DENVER BUILDING CODE AMENDMENTS
STRUCTURAL	IRC 2003 W/ 2004 DENVER BUILDING CODE AMENDMENTS
MECHANICAL	MFC 2003 W/ 2004 DENVER BUILDING CODE AMENDMENTS
ELECTRICAL	NEC 2005 W/ 2004 DENVER BUILDING CODE AMENDMENTS

PROJECT DESCRIPTION

- THE PROPOSED PROJECT INCLUDES:
- ATTACH (3) NEW ANTENNAS TO TOWER AT 45'.
 - ATTACH (3) NEW MICROWAVE DISHES TO TOWER AT 45'.
 - EXPAND EXISTING COMPOUND WITH FENCING TO MATCH EXISTING.
 - CONSTRUCT NEW PLATFORM TO SUPPORT EQUIPMENT.
 - INSTALL POWER AND TELCO UTILITIES.
 - INSTALL NEW GROUNDING SYSTEM.

NOTES:
 1. THIS IS NOT A LEGAL SURVEY. NO SURVEY OF THIS PROPERTY WAS PERFORMED.
 2. THE BOUNDARIES, AREAS, AND PROPERTY INFORMATION WERE COMPILED FROM AN AERIAL PHOTOGRAPH AND ARE NOT ACCURATELY LOCATED.



(9° 7' E
 changing by
 0° 8'
 W/year)
 MAC

① ZONING
 SCALE: N.T.S.

1717 S Boulder Suite 300
 Tulsa, OK 74119
 PH: (918) 587-4630

4400 CARILLON POINT
 KIRKLAND, WA 98033
 (425) 216-7000 OFFICE

ISSUED FOR:

REV	DATE	DESCRIPTION
1E	8/2/08	LEASE EXHIBIT
2D	10/22/08	ZONING

PROJECT NO: 80917
 DRAWN BY: SDL
 CHECKED BY: SLM

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CO-DEN1139
 TENNIS COURT
 11701 WYCO DRIVE
 NORTHGLENN, CO 80233
 COLOCATE
 STEALTH MONOPOLE

SHEET TITLE
 ZONING MAP

SHEET NUMBER: Z1	REVISION: ZD
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