



June 26th, 2024

City of Lander
Attention: Planning Department
240 Lincoln St
Lander WY 82520

Union Wireless - New Tower Construction – Lander Bailey - Conditional Use

Dear Planning Department;

SAC Wireless, on behalf of Union Wireless is requesting the necessary approvals for our scope of work located at 1305 W Main. Union Wireless is proposing to build a new tower at this facility with a 100' tower and ground shelters.

Enclosed in this package you will find the following:

- Check # 112995 in the amount of \$500.00
- Conditional Use Application
- Letter of Authorization
- Redacted Lease
- Zoning Drawings dated 6/11/2024
- Removal Agreement
- COI

We greatly appreciate your help with this Union Wireless project. Please e-mail me at John.Beasley@sacw.com or contact me at (312) 517-0996 if you have any questions.

Best Regards,

John Beasley

A handwritten signature in black ink that reads 'John Beasley'.

SAC Wireless on behalf of Carrier
300 Airport Rd Suite 1



CITY OF LANDER
CONDITIONAL USE APPLICATION – TITLE 4-6-1
NON-REFUNDABLE FEE \$500.00

INSTRUCTION SHEET

1. A Conditional Use Permit application must be submitted along with a plot plan or drawing. The graphic must be a straight-edged drawn plan (a drawing to scale is preferred but not necessary) delineating the property lines and dimensions, adjacent street(s) and name(s) of that/those street(s), a north arrow, the location of existing/proposed building(s) on the parcel and if applicable off-street parking and/or loading layout. Aerial photographs of your property can be found on the Fremont County map server at <https://maps.greenwoodmap.com/fremontwy/>
2. The following are the procedures required for a conditional use permit application:
 - (a) Review the request with the City Planning Staff. Application forms are available on the City Website www.landerwyoming.org on the homepage under the "Documents and Forms" tab.
 - (b) The City ordinance 4-6-1 states the rules for Conditional uses. The City Zoning code can be found on the City website www.landerwyoming.org on the homepage under the "City Code Book" tab.. Allowed conditional uses are listed in each separate zoning district 4-12-2 through 4-12-9.
 - (c) For a Home Business Conditional Use additional information is required per City ordinance 4-11-4 and as listed on an addendum to the Conditional Use application.
 - (d) For a Childcare/daycare/group home Conditional Use additional information is required on an addendum to the Conditional Use application.
 - (e) The Board of Adjustment meets the First Thursday of the month. By ordinance, a legal notice regarding the case must be published in a newspaper of general circulation at least fifteen (15) days prior to the public hearing. Our office requires submission of all completed material at least twenty-one (21) days prior to the meeting date in order to meet this publication requirement. There will be no exceptions from the twenty-one (21) day filing deadline date.
 - (f) The petitioner and/or a designated representative must be present at the public hearing to give testimony and answer questions regarding the request.
 - (g) All public hearings are held in the City Council Chambers, 240 Lincoln Street, Lander, Wyoming 82520 starting at 6:00 p.m. unless otherwise posted.
3. Within 30 days of the public hearing and vote of the Board of Adjustments you will receive a letter of determination signed by the City Attorney. If granted, you will have to abide by any and all conditions set forth in the conditional use permit. The permit will be in effect as long as you own the property and CANNOT be transferred to future property owners.

Conditional Use Case number: _____
Your meeting will be held: _____
Return forms by: _____



CITY OF LANDER
CONDITIONAL USE APPLICATION – TITLE 4-6-1
NON-REFUNDABLE FEE \$500.00

For Office use only: Case # _____
Date Received _____ Date Fee Paid _____ BOA Hearing Date _____
Existing zone designation _____ Applicable Section of zoning code _____

Name of Applicant SAC On Behalf of Union Wireless / Tenant Email john.beasley@sacw.com

Address 300 Airport Road, Suite 1, Elgin IL 60123 Phone 1-312-517-0996

Do you own this property Yes _____ No X

If no, Name of Owner 1305 Main Limited Liability Company Attn: Mr. Michael Bailey Email _____

Address P.O Box 1326 Riverton, WY 82501 Phone _____

Legal Description of Property (Street address, subdivision lot and block numbers, or attached a Legal description prepared by a surveyor)
1305 W Main

Present Zoning District of Property commercial zone Current zoning use of the property commercial zone

Proposed Zoning District commercial zone Proposed zoning use of property commercial zone

Legal Description of Property (Street address, subdivision lot and block numbers, or attached a Legal description prepared by a surveyor)
SW 1/4 OF SE 1/4 SECTION 12 T33N, R100W, 6TH PM

Check Conditional Use Type below

<input type="checkbox"/> Child Care/preschool	<input type="checkbox"/> RV campground	<input type="checkbox"/> Restaurant
<input type="checkbox"/> Home Business	<input type="checkbox"/> Clinic/nursing home	<input type="checkbox"/> Gaming
<input type="checkbox"/> Bed/Breakfast	<input type="checkbox"/> Professional office	<input checked="" type="checkbox"/> Communication tower
<input type="checkbox"/> Short term Rental	<input type="checkbox"/> Mortuary/crematory	<input type="checkbox"/> Junkyard
<input type="checkbox"/> Group/foster home	<input type="checkbox"/> Motel	<input type="checkbox"/> Other, Explain _____

Describe your conditional request (Hours of operation, off-street parking, traffic patterns, fencing, etc.)
See Attached Narrative

Explain why your conditional use will not adversely affect your neighborhood
See Attached Narrative



**CITY OF LANDER
CONDITIONAL USE APPLICATION – TITLE 4-6-1
NON-REFUNDABLE FEE \$500.00**

X Attached is a plot plan or drawing of all buildings and outside areas used for the conditional use.

 Attached is additional information for Child Care, Group Home, or Home Business, as required

Signature of applicant John Beasley Date 06/26/2024

Signature of owner _____ Date _____

Elgin, IL 60123
John.Beasley@sacw.com



Main Office • 850 North Highway 414 • PO Box 180 • Mountain View, WY 82939 • 1-888-926-CARE (2273) • 307-782-6131
Retail Locations: Casper, Cheyenne, Dubois, Evanston, Laramie, Mountain View, Rawlins, Riverton, Rock Springs & Saratoga, Wyoming • Craig, Colorado

2/15/2024

**Re: Letter of Authorization between Union
Wireless ("Union") and SAC Wireless
("Agent") for Union sites located in
Colorado, Idaho, Montana, Utah and
Wyoming**

Dear Sir or Madam:

This letter is to inform you that, beginning in January 2024 and throughout the 2025 calendar year, Union will be in the process of obtaining any necessary approvals, inspections and/or any other necessary documentation at the above referenced cell sites in preparation for constructing our wireless communication facilities at these locations.

Union hereby authorizes SAC Wireless to represent Union throughout this site development process in preparation for constructing our wireless facilities at these locations. SAC Wireless has the authority to act as Union's agent throughout the leasing process only on the following third party towers (Verizon, SBA, ATC, Crown Castle, Subcarrier Communications). Zoning, permitting and compliance processes related to all sites above while working at the direction of Union to obtain any necessary approvals along the way.

If you have any questions or concerns, please feel free to contact Ryan Schmidt at 307-747-4031 or rschmidt@unionwireless.com. Thank you in advance for your cooperation

Regards,

Eric Woody
CEO

OPTION AND COMMUNICATION SITE LEASE

LEASE REFERENCE NO.:

LEASE TYPE:

Communication Site, Access and Utilities

PROPERTY OWNER:

1305 MAIN LIMITED LIABILITY COMPANY

PO BOX 1326

RIVERTON, WY 82501

Mr. Michael V Bailey

mbailey@gowithbailey.com

307-332-5307 307-851-5171

SITE ACQUISITION SPECIALIST:

Patti Kirby

307-782-4263

pkirby@unionwireless.com

OPTION AND COMMUNICATION SITE LEASE

THIS OPTION AND COMMUNICATION SITE LEASE (the "Lease") is made and entered into this day of February, 2024, by and between **1305 MAIN LIMITED LIABILITY COMPANY**, with an address of P.O. Box 1326, Riverton, WY 82501 ("Lessor") and **UNION TELEPHONE COMPANY**, a Wyoming corporation, with an address of P.O. Box 160, Mountain View, Wyoming 82939 ("Lessee").

WITNESSETH:

WHEREAS, Lessor owns real property parts of which are located within the T33N R100W SEC 12 TR IN SESE Fremont County, (the "Property") more particularly described in Exhibit "A"; and

WHEREAS, Lessee is authorized by the Federal Communication Commission to provide Commercial Mobile Radio Services (CMRS) to the public in Fremont County, Wyoming; and

WHEREAS, Lessee has an interest in leasing the Property for use as a communications site for wireless communications; and

WHEREAS, In order to determine the viability and feasibility of the Property as a communication tower site, it is necessary for employees, agents, or independent contractors of Lessee to enter upon and inspect the Property and/or temporarily locate communications equipment on the Property to conduct short term radio propagation tests, and to make application with local, state, and federal governmental entities for approval of the Property as a communication tower site; and

WHEREAS, Lessor desires to provide for the entry upon, inspection, and/or testing activities and applications concerning the Property pursuant to the terms contained in this Lease.

WHEREAS, Lessee's placement of communication facilities, inclusive of a temporary facility (Cell on Wheels), on the above-described site may provide improved cellular communication coverage and service to the public; and

WHEREAS, Lessee desires to lease the unimproved eighty-five foot by fifty foot (85' x 50') parcel of land described in Exhibit "A" and associated ingress, egress and underground utility easements from Lessor, and Lessor is willing to lease such space to Lessee;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Option to Lease.

- (a) In consideration of the payment [REDACTED] (the "Option Fee") by Lessee to Lessor, Lessor grants to Lessee an option to lease a portion of the Property described in Exhibit "A" hereto, on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of One (1) year, commencing on the date hereof and ending last day of February 2025 (the "Option Period"). The Option Period may be extended by Lessee for One (1) additional year upon written notice to Lessor and payment of the sum of [REDACTED] ("additional Option Fee") at any time prior to the end of the Option Period.
- (b) During the Option Period and any extension thereof, Lessor agrees to cooperate with the Lessee in obtaining, at Lessee's expense, all licenses, permits or authorizations required for Lessee's use of the Property. Lessor agrees to cooperate with and to allow Lessee, at Lessee's expense, to obtain a title report, zoning approvals and variances, conditional-use permits, perform surveys of all types, soil tests and other engineering, archaeological or environmental investigations on, under and over the Property, necessary to determine that the Lessee's use of the Property will be compatible with the Lessee's engineering specifications, system design, operations and maintenance, and meets Governmental Approvals.
- (c) During the Option Period and any extensions thereof, Lessee may exercise the Option to Lease by notifying Lessor in writing.

2. Consent.

Lessor consents and agrees that Lessee, its employees, agents, and independent contractors ("Authorized Parties") may enter, upon approval and scheduling with Lessor, the Property to conduct and perform some or all of the following activities ("Permitted Activities"): surveys, geotechnical soil borings and analyses, phase I environmental audits, boundary surveys, radio propagation studies, and such other tests and inspections of the Property that Lessee may deem necessary or advisable. Lessee agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.

3. Filings.

Lessor consents and agrees that the Authorized Parties may make and file applications to local, state, and federal government entities whose approval Lessee may consider necessary or advisable, provided Lessee supplies copies of these filings to the Lessor at the same time. Lessor hereby agrees that an executed copy of this Lease is as effective as

the original. However, if requested by the Authorized Parties, Lessor agrees to execute such other and further documents as may be required by the governmental entity in question to evidence Lessor's consent to the action which is proposed to be taken.

4. Access.

Lessor agrees that the Authorized Parties may enter upon the Property to perform the Permitted Activities upon execution of this Lease and may have access to the Property for the term of the Option to Lease.

5. Removal Of Property.

Lessee agrees that it will, upon the completion of its Permitted Activities, in the event Lessee does not exercise its option to lease the Property, remove any equipment installed on the Property as part of the Permitted Activities, repair any damage to the Property that might have been caused in connection with any of the Permitted Activities, and will return the Property to the condition it was in before Lessee's entry onto the Property reasonable wear and tear excepted. In the event any equipment installed on the Property by Lessee is not removed within sixty (60 days) of the termination of this Option, Lessor will have the right to remove such equipment and Lessee agrees to be responsible for the costs of such removal.

6. Indemnity.

Lessee agrees to indemnify, hold harmless, and defend Lessor, its directors, officers, employees, and property management agent, if any, from and against any and all claims, actions, damages, liability, and expense in connection with personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Property caused by the act or omission of the Authorized Parties in conducting the Permitted Activities. Any defense conducted by Lessee of any such claims, actions, damages, liability, and expense will be conducted by attorneys chosen by Lessee, and Lessee will be liable for payment of any and all court costs, expenses of litigation, reasonable attorneys' fees, and any judgment that may be entered therein.

7. Lessor's Authority.

Lessor warrants that Lessor has the legal authority to enter into this Lease and to authorize Lessee's Permitted Activities by Authorized Parties. This Option shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto. This Option may be assigned or transferred at any time by Tenant.

LEASE

1. The Leased Premises.

This Lease shall commence on the date set forth in Lessee's written notification to Lessor.

- (a) For and in consideration of the payment of the rentals and the performance of the covenants, conditions and promises hereinafter set forth to be performed by Lessee, Lessor, as owner of the Property described in Exhibit "A" leases Lessee the portions of the Property described in Exhibit "A" including:

An 85' x 50' parcel of land upon which Lessee will construct its equipment base stations and antenna structures, ancillary buildings, structures and fences to house electronic communication equipment and antennas (the "Site").

Site shall include space for cable runs to connect communications equipment and antennas, together with a non-exclusive easement(s) for unrestricted access thereto and to the appropriate, in the discretion of Lessee, source of utility, electric and telephone facilities. Lessee shall be entitled to use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, telecommunications service system facilities, inclusive of a temporary facility (Cell on Wheels), including, without limitation, antenna equipment, cable wiring, buildings, equipment shelters, fiber optic facilities, back-up power sources (including generators and fuel storage tanks), related fixtures, an antenna structure, and such fencing as is necessary to reasonably restrict access to the facilities. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants. Lessee shall have access to the Site 24 hours per day, 7 days per week at no additional cost.

- (b) Lessee accepts the leased property in its "as is" condition without any responsibility of Lessor for improvement, construction, repairs or alterations thereto.

2. Term.

The term of this Lease (the "Initial Term") is ten (10) years, commencing on the date Lessee notifies Lessor that it is exercising the Option to Lease ("Commencement Date"). This Lease will automatically renew for two (2) additional terms (each a "Renewal Term") of ten (10) years each, unless Lessee provides Lessor notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term. Each renewal term shall be on the same terms, covenants, and conditions as provided in this Lease except there shall be no privilege to renew the term of this lease for any period of time beyond the expiration of the last renewal term without the express

written consent of both parties, and except that the payment for each renewal Term shall be adjusted in accordance with Section 3 – Rent.

3. Rent.

Rent for the Leased Premises shall be paid in annual installments of [REDACTED] due and payable upon commencement of this Lease and in advance of the Anniversary Date thereafter. Rent shall be adjusted each Anniversary Date of this Lease in accordance with the change in the Consumer Price Index for All Urban Consumers (CPI-U) reported by the United States Department of Labor Bureau of Labor Statistics using data from the last month reported prior to the Anniversary Date, except that in no event will the rent be decreased from the previous year's amount.

4. Use of the Property.

- (a) Lessee shall use the Leased Premises as a communication electronics site for the purposes related thereto, inclusive of a temporary facility (Cell on Wheels). Lessee shall construct and maintain, at Lessee's sole cost and expense, any required building(s), tower structures, and fences needed to support or contain electronic communication equipment and antennas.

Lessee shall, at its expense, provide all utilities required to service the communications facility. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

- (b) Lessor covenants and agrees that no part of the improvements installed, constructed, erected or placed by Lessee on the Site will be or become, or be considered as being, affixed to or a part of Lessor's real property of which the Site is a part ("Lessor's Property"). Any provisions and principles of law to the contrary notwithstanding, it is the specific intention of Lessor and Lessee that all of such improvements, including without limitation, the Tower, will be and remain the property of Lessee despite any default or termination of this Lease and may be removed by Lessee at any time in Lessee's discretion.

- (c) Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the Site. Lessor agrees to cooperate with Lessee with respect to obtaining any required zoning approvals for the Site and such improvements.

Lessee shall have the exclusive right, without Lessor's consent, to enter into subleases or license agreements (collectively "Subleases"), on terms which are acceptable to Lessee in its sole discretion, which will permit other parties to use

space on the Tower and portions of the Site for telecommunications equipment, and to gain access to the Site through the Lessor's Property in the same manner permitted to Lessee under this Lease. Lessee's entry into any such Sublease will not relieve Lessee from its responsibilities hereunder.

- (d) Lessee shall comply with all laws, ordinances, rules and regulations of all governmental authorities with jurisdiction over the leased premises.

5. Repairs and Maintenance

- (a) Lessee, at its sole expense, shall maintain Lessee's facilities and make all necessary repairs, provided, however, Lessee shall not be responsible for damages caused by the negligent or willful acts or omissions of Lessor.
- (b) Lessee shall access the leased premises only for purposes of routine inspection and maintenance and for repairs, modification and/or replacement of its equipment and facilities.

6. Taxes and Assessments.

Lessee shall pay all property taxes and assessments on its buildings(s), tower(s) and its other personal property during the lease term.

7. Title and Quiet Possession.

- (a) Lessor represents and agrees (a) that it is the fee owner of the Site or is otherwise well seized of Site; (b) that it has the right to enter into this Lease; (c) that the person signing this Lease has the authority to sign; (d) that Lessee is entitled to access to the Site at all times and to the quiet enjoyment and possession of the Site throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; (e) that Lessor shall not have unsupervised access to the Site or to the equipment; (f) that the Site is free and clear of any restrictive covenants, restrictions, liens or mortgages (other than mortgages for which a non-disturbance agreement has been executed), which would interfere with Lessee's rights to or use of the Site; and (g) that the execution and performance of the Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Lessor.
- (b) This Lease is assignable by Lessee to third parties only for the purpose of providing electronic communication, with the written consent of Lessor, which consent may not be unreasonably withheld, delayed or conditioned. Lessee may assign this lease, in whole or in part, to a sister, subsidiary or affiliated corporation or entity or in the event of a merger or reorganization to the resulting

entity. Lessee may mortgage or grant a security interest in this Lease agreement and Lessee's facilities to Lessee's lender(s), provided such lender(s) agrees to be bound by the provisions of this Lease.

8. Termination.

- (a) Lessee may terminate this Lease at any time by notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate/access the Site, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper ownership of the Site or authority to enter into this Lease, or if Lessee, in its sole discretion, determines the site to no longer be technologically or commercially viable. Upon termination, all prepaid rent will be retained by Lessor unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default.
- (b) Upon termination or expiration of this Lease, Lessee shall remove its equipment and improvements and if requested by Lessor will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
- (c) If either party is in default under this Lease for a period of (1) 30 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (2) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a 30-day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

9. Liens and Encumbrances.

Lessee will not permit any liens or encumbrances against the leased premises for work or material furnished to Lessee and shall take all steps necessary to remove any such lien or encumbrance.

10. Indemnification.

Lessee covenants and agrees to indemnify, defend and hold Lessor, its agents and employees, harmless against all actions, proceedings, claims, demands, losses, costs, damages, expenses and legal fees whatsoever which may be brought against Lessor, its employees and/or agents on account of bodily injury or death of a person(s) or damages

to property of any person arising out of, relating to or resulting, in whole or part, from Lessee's, its employees, agents and/or contractors' use or occupancy of Lessor's property, Lessee's operations on Lessor's property, or from Lessee's building and tower improvements on Lessor's property. In furtherance of this indemnification provision, Lessee shall obtain and keep in force insurance funding the above indemnity and defense with limits of at least \$1,000,000 for bodily injury and \$500,000 for property damage.

11. Relationship of Parties.

It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that Lessor has no ownership in Lessee's business and that this Lease shall not be construed as a joint venture or partnership.

12. Right of First Refusal.

If Lessor elects, during the Term of this Lease (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party, by easement or other legal instrument, an interest in and to the Leased Premises, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of Lessor's interest in the Property as a result of the death of Lessor, whether by will or intestate succession, or any conveyance to Lessor's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which Lessee has any right of first refusal.

13. Interference

- (a) Lessee shall operate the leased facility in a manner that will not cause interference to Lessor and other radio communication users, whose site use predates Lessee's occupancy and use under this Lease. All operations by Lessee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements.
- (b) If required by Lessor or FCC regulation, Lessee will perform a proper radio frequency electromagnetic (RFE) emissions evaluation of the leased premises to determine compliance. If necessary, Lessee shall post warning signs and/or take other reasonable remedial measures. Other Users who subsequently install or modify RFE emitting equipment shall conduct a similar evaluation if required by FCC regulations or Lessor.

- (c) Subsequent to the installation of the Lessee facilities, Lessor shall not permit itself, its Users or licensees to install new equipment on Lessor's Property if such equipment is likely to cause interference with Lessee's operations. If such interference is permitted by Lessor, such interference shall be deemed a material breach by Lessor.
- (d) If Lessor breaches its obligations under this Paragraph, Lessor, upon receiving notice from Lessee of any such breach, shall take reasonable action to correct and eliminate such interference, including without limitation, enforcing provisions in any license or other agreement between Lessor and the persons or entities causing such interference, pursuant to which Lessor may compel such persons or entities to cease operation, modify their equipment and/or antennae, or remove their equipment and/or antennae from any facilities or towers owned or leased and/or managed by Lessor on the Premises. If Lessor cannot correct such interference within five (5) days, Lessee shall have the right to terminate this Lease. Upon such terminations, Lessor shall return any unearned Rent to User.

14. Memorandum of Lease.

- (a) The parties shall keep confidential the terms and conditions of this Lease, except as reasonably necessary for performance hereunder and except to the extent disclosure may be required by applicable laws or regulations, in which latter case, the party required to make such disclosure shall promptly inform the other party prior to such disclosure to enable that party to make known any objections in may have to such disclosure.
- (b) Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Lease.

15. Miscellaneous Provisions.

The following provisions are also integral parts of this agreement:

- (a) This Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (b) The headings used in this Lease are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this agreement.
- (c) This Lease constitutes the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, representation or understanding between the parties relating to the subject matter hereof.
- (d) Any waiver by either party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this

- agreement on the part of the other party.
- (e) This Lease may not be modified except by an instrument in writing signed by the parties hereto.
 - (f) The parties agree that time is of the essence in the performance of all duties herein.
 - (g) This Lease shall be interpreted, construed, and enforced according to the laws of the State of Wyoming without reference to its conflicts of laws principles.
 - (h) All exhibits to this agreement shall be deemed part of this agreement and incorporated herein as if fully set forth herein. Failure to attach any exhibit hereunder shall not invalidate this agreement, it being understood that the same are available from the books or records of the parties.
 - (i) The parties each reserve the right to supplement the description in Exhibit "A" with a surveyed or as-built description upon completion of construction.
 - (j) The parties agree that in the event any action or court proceeding is brought by either party to enforce the obligations of this agreement, the prevailing party shall be entitled to recover any reasonable attorney's fees, together with court and collection costs.
 - (k) Any notice which may be or is required pursuant to the provisions of this Lease will be hand delivered or sent first class mail, postage prepaid, and addressed as follows:

LESSOR:
1305 MAIN LLC
PO BOX 1326
RIVERTON, WY 82501

LESSEE:
Union Telephone Company
P.O. Box 160
Mountain View, Wyoming 82939

IN WITNESS WHEREOF, the parties have executed this Option and Communication Site Lease as of the day and year above first written.

LESSOR: 1305 MAIN LLC.

By: 

MICHAEL V. BAILEY - MANAGING MEMBER

LESSEE:

By: 
On Behalf of Union Telephone Company

STATE OF WYOMING)
COUNTY OF Fremont) ss

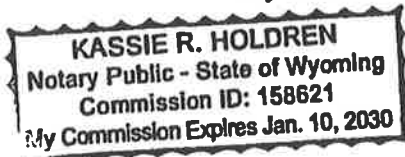
The foregoing instrument was acknowledged before me this 7 day of February, 2024 by Michael V. Bailey the Managing Member with authority on behalf of 1305 Main LLC.

WITNESS my hand and official seal.

(SEAL)

Kassie R. Holdren
Notary Public
1/10/30

My Commission Expires:

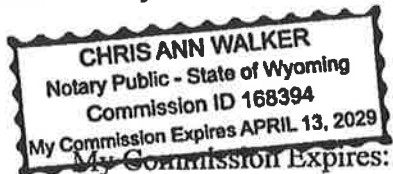


STATE OF WYOMING)
COUNTY OF UTAH) ss

The foregoing instrument was acknowledged before me this 20 day of February, 2024 by Eric Woody the CEO with authority on behalf of Union Telephone Company.

WITNESS my hand and official seal.

(SEAL)



Chris Ann Walker
Notary Public
April 13, 2029

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[illegible]

EXHIBIT A

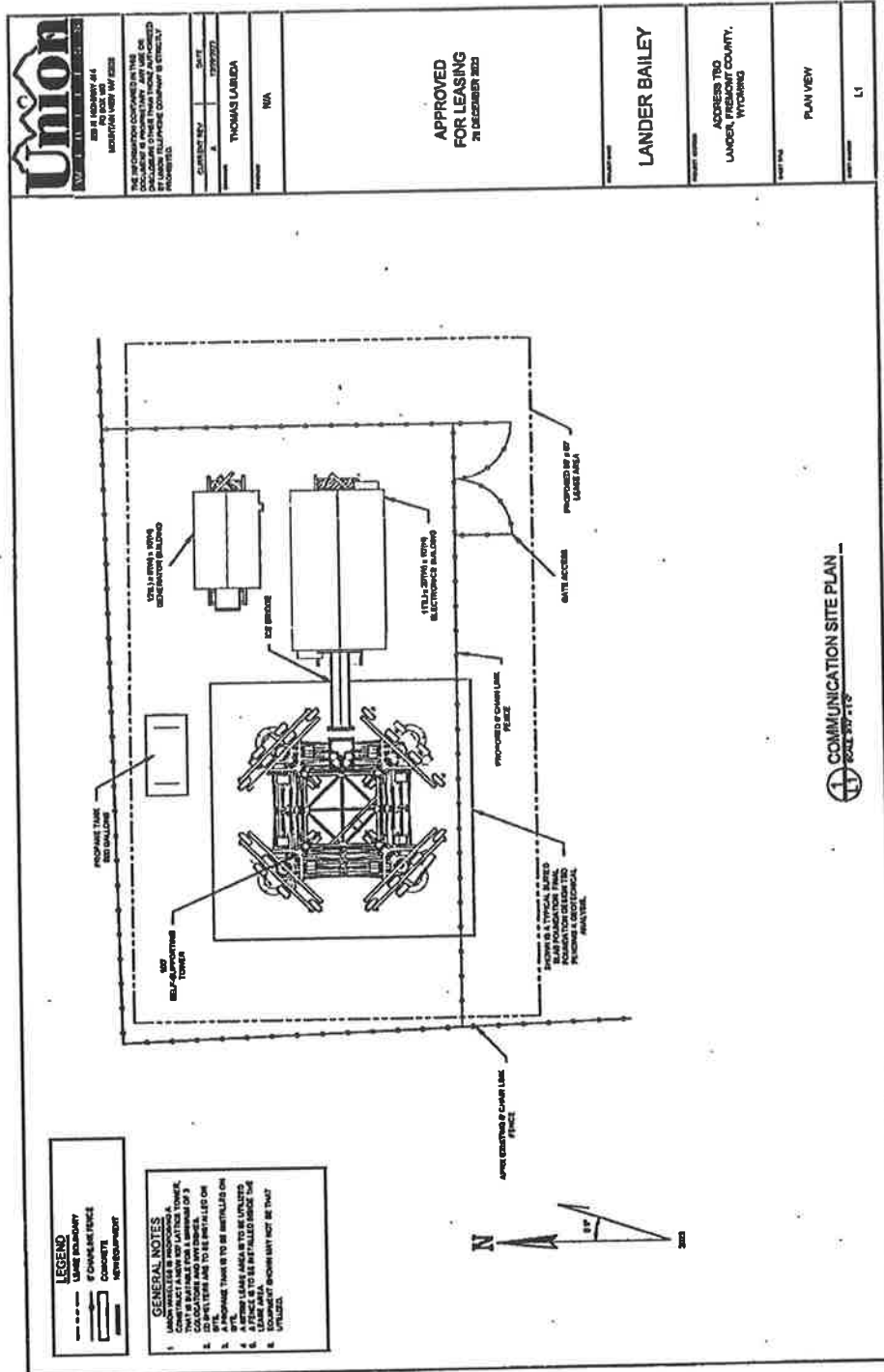


EXHIBIT A

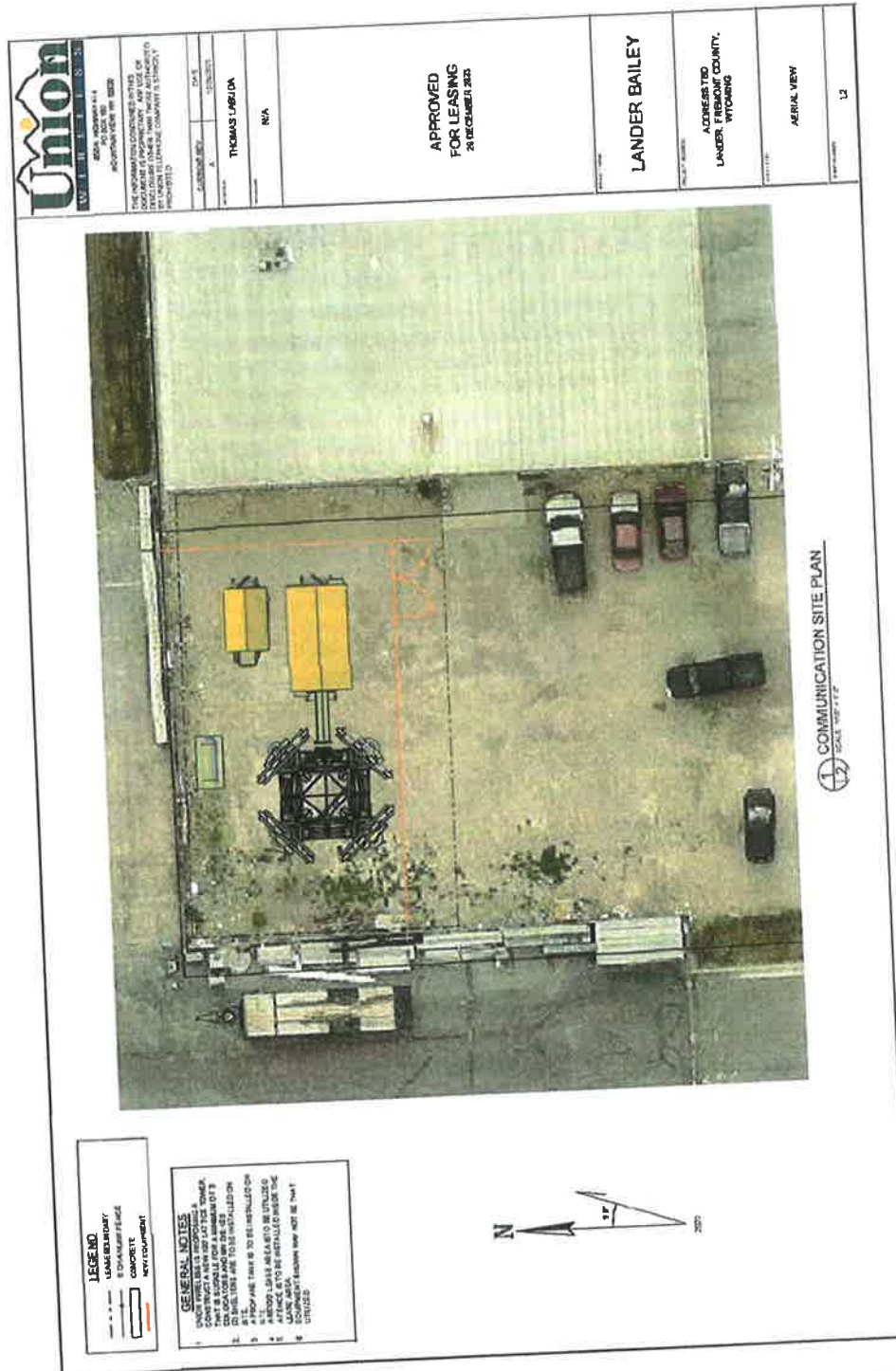
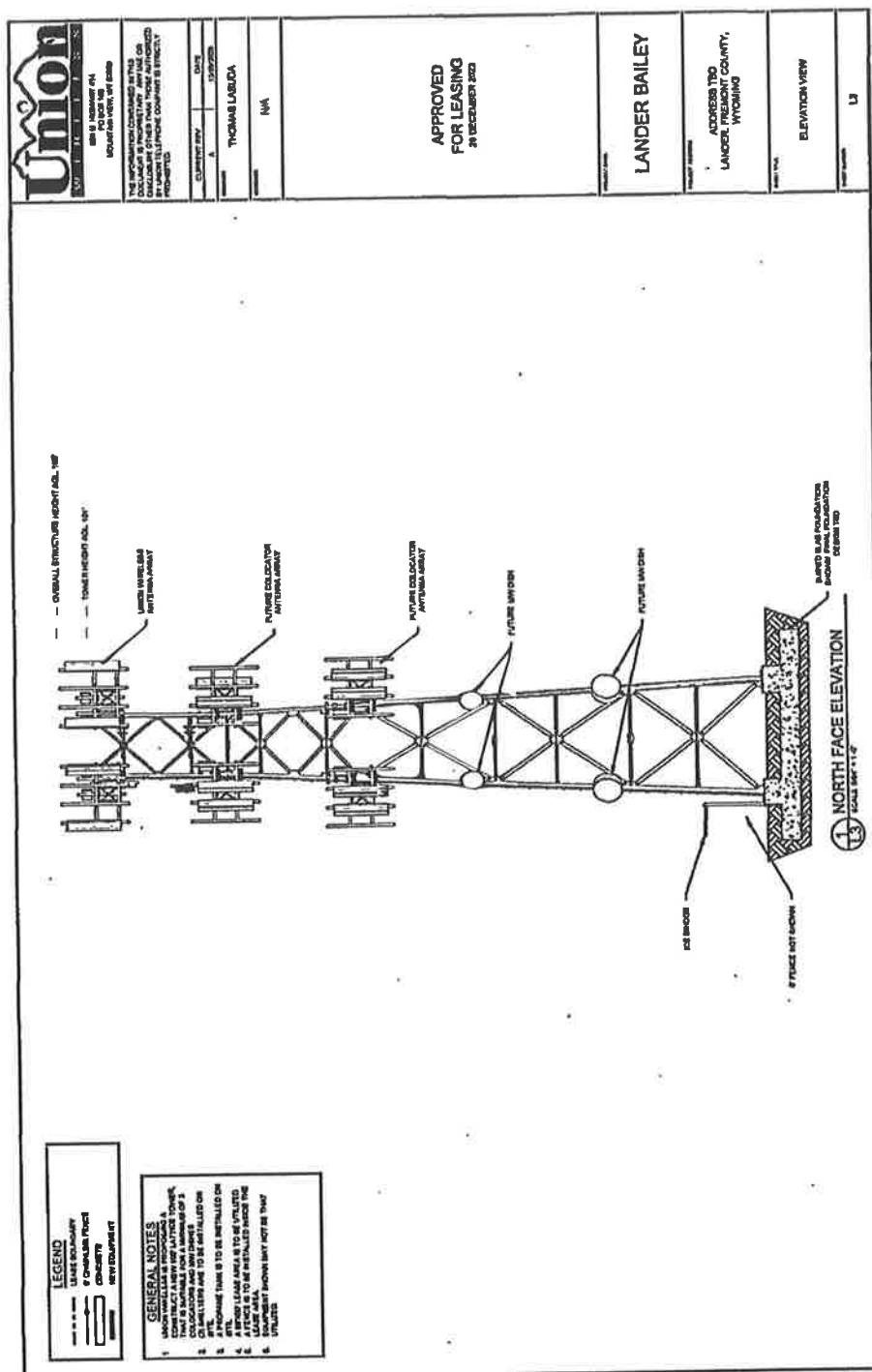


EXHIBIT A



Union Telephone Company's
Proposal
to the city of Lander
for New Communication Tower

Lander Bailey

June 26, 2024

4-11-13

J. Removal Agreement

Please see the attached page 8. 8. (b). of the Option and Communication Site Lease for termination and removal of equipment language. We have provided a cost estimate for removal of the tower and equipment along with a Certification Of Insurance (COI) for this cost

entity. Lessee may mortgage or grant a security interest in this Lease agreement and Lessee's facilities to Lessee's lender(s), provided such lender(s) agrees to be bound by the provisions of this Lease.

8. **Termination.**

- (a) Lessee may terminate this Lease at any time by notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate/access the Site, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper ownership of the Site or authority to enter into this Lease, or if Lessee, in its sole discretion, determines the site to no longer be technologically or commercially viable. Upon termination, all prepaid rent will be retained by Lessor unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default.
- (b) Upon termination or expiration of this Lease, Lessee shall remove its equipment and improvements and if requested by Lessor will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
- (c) If either party is in default under this Lease for a period of (1) 30 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (2) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a 30-day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

9. **Liens and Encumbrances.**

Lessee will not permit any liens or encumbrances against the leased premises for work or material furnished to Lessee and shall take all steps necessary to remove any such lien or encumbrance.

10. **Indemnification.**

Lessee covenants and agrees to indemnify, defend and hold Lessor, its agents and employees, harmless against all actions, proceedings, claims, demands, losses, costs, damages, expenses and legal fees whatsoever which may be brought against Lessor, its employees and/or agents on account of bodily injury or death of a person(s) or damages



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2024

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PRODUCER UNICO Group 1128 Lincoln Mall, Suite 200 Lincoln, NE, 68508	CONTACT NAME: Ashley Roth	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (402) 434-7200	E-MAIL ADDRESS: aroth@unitelinsurance.com	
INSURED Union Telephone Company PO Box 160 Mountain View, WY, 829390160	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Western Insurance Company		10804
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	INSURER C: Homesite Insurance Company		17221
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES			CERTIFICATE NUMBER: 1718980248949		REVISION NUMBER:			
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A	X	COMMERCIAL GENERAL LIABILITY			8/11/2023	8/11/2024	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	X	POLICY		PRO-JECT				\$
		OTHER:						
A		AUTOMOBILE LIABILITY			8/11/2023	8/11/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
		HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
A		UMBRELLA LIAB	X	OCCUR	8/11/2023	8/11/2024	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB		CLAIMS-MADE			AGGREGATE	\$ 10,000,000
								\$
	DED		RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	N / A	8/11/2023	8/11/2024	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
C	Excess Umbrella				8/11/2023	8/11/2024		\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1305 Main Limited Liability Company is included as an additional insured with respect to the General Liability.
BALDWIN CREEK ROAD, LANDER, WYOMING

CERTIFICATE HOLDER

1305 Main Limited Liability Company
Attn. Mr. Michael V. Bailey
P.O. Box 1326
Riverton, WY, 82501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RUP3296067	8/11/2023	8/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			RUP3296067	8/11/2023	8/11/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	91WEAA4998	8/11/2023	8/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Excess Umbrella			CXP-022872-00	8/11/2023	8/11/2024	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as an additional insured with respect to General Liability

CERTIFICATE HOLDER

The City of Lander
240 Lincoln St.
Lander, WY, 82520-2848

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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UNICO Group
1128 Lincoln Mall, Suite 200
Lincoln, NE, 68508

INSURED
Union Telephone Company
PO Box 160
Mountain View, WY, 829390160

CONTACT NAME:	Ashley Roth	FAX (A/C, No):	
PHONE (A/C, No, Ext):	(402) 434-7200		
E-MAIL ADDRESS:	aroth@unitelinsurance.com		
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M. J. [Signature]

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RECLAMATION CONSTRUCTION COST - BID ESTIMATE SHEET
For Permits

PROJECT DESCRIPTION
PROVIDE A DETAILED DESCRIPTION/STATEMENT OF WORK

Project S.O.W.
Lander Bailey Tower Project
Lease facilities site: (0.098 acres)
Removal of Tower and appurtenances, and building foundation concrete. Buildings will be hauled off by truck. Wire and associated conduit to be abandoned in place. Removal of perimeter fence, with seeding and restoration to final use. Work to be performed for reclamation would consist of seeding, fertilizing and dry mulching area. Remove markers and dispose of markers. Use small backhoe to dig up old vault. Fill in hole with sand. Reclaim existing track by scarifying and reseeded. No deep excavation. No rock excavation. Only previously disturbed areas will be disturbed and re-vegetated.

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE
Communication Site Towers					
1	Selective Demolition, Radio Tower	EA	1	\$47,000.00	\$47,000.00
2	Building Demolition	CF	0	\$0.00	\$0.00
3	Foundation Removal (concrete)	CY	37.56	\$150.00	\$5,634.00
4	Fence Removal (up to 5 strand, incl posts)	LF	270	\$3.75	\$1,012.50
6	Surface Restoration ("two track" roads & pipelines)	AC	0.098	\$4,838.71	\$474.19
10	Seeding	AC	0.098	\$675.00	\$66.15
11	Fertilizer	AC	0.098	\$240.00	\$23.52
12	Dry Mulch	AC	0.098	\$48.02	\$48.02
14	Vault Removal	EA	2	\$239.00	\$478.00
15	Reclamation Monitoring	DAY	1	\$500.00	\$500.00
	CONSTRUCTION SUBTOTAL				\$55,236.38
	Mob/Demob	10%			\$5,523.64
	CONSTRUCTION BID ESTIMATE TOTAL				\$60,760.02
Engineering Costs (ED&C)					
		4% - 8%		8%	\$4,860.80
Contingency Insurance					
		4% - 10%		10%	\$6,076.00
		1.5%		2%	\$911.40
Bond Contractor Profit					
		3.0%		3%	\$1,822.80
		10.0%		10%	\$6,076.00
Administration Cost Indirect Cost					
		6% - 10%		10%	\$6,076.00
		21.8%		22%	\$13,245.68
					\$39,068.69
	BOND TOTAL (RECOMMENDED)				\$99,828.72

the RCE to estimate the value to contract an ED&C at 4 to 8% of the DOM Costs, as follows: < or = \$1 million, use 8%; over \$1 million to \$25 million, use 6%; and over \$25 million, use 4%.

the contingency be estimated using 4 to 10% of the DOM, as follows: < or = \$500,000, use 10%; over \$500,000 to \$5 million, use 8%; over \$5 million to \$50 million, use 6%; and over \$50 million, use 4%

construction contracts exceeding \$100,000 require a performance and payment bond. This value is 3% of the Deconstruction Operational & Maintenance (DOM) Costs for all contracts.

contractor profit of 10% of DOM was added as a separate line item

Ranges from 6 to 10% of Deconstruction Operational & Maintenance (DOM) Costs, as follows: < or = to \$1 million, use 10%; over \$1 million to \$25 million, use 8%; and over \$25 million, use 6%

Indirect cost rate is subject to change annually.

Prepared By: Patti Kirby
Date: 6/26/2024



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Mountain View, WY, 829390160

CONTACT NAME: Ashley Roth
PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No):
E-MAIL ADDRESS: aroth@unitelinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Western Insurance Company	10804
INSURER B:	Twin City Fire Insurance Company	29459
INSURER C:	Homesite Insurance Company	17221
INSURER D:		
INSURER E:		
INSURER F:		

CERTIFICATE NUMBER: 1718980248949

REVISION NUMBER:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		RUP3296067	8/11/2023	8/11/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		RUP3296067	8/11/2023	8/11/2024	GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		RUP3296067	8/11/2023	8/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		RUP3296067	8/11/2023	8/11/2024	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input type="checkbox"/> RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		91WEAA4998	8/11/2023	8/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Excess Umbrella		CXP-022872-00	8/11/2023	8/11/2024	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached If more space is required)
Certificate Holder is listed as an additional insured with respect to General Liability

CERTIFICATE HOLDER

The City of Lander
240 Lincoln St.
Lander, WY, 82520-2848

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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To: City of Lander
From: SAC Wireless, on behalf of Union Wireless
RE: CUP Application for Union Wireless Site: Lander DT / Lander Bailey / Parcel: 33001240033500

Project Narrative
Union Wireless – Lander DT / Lander Bailey
Jurisdiction: City of Lander

Description of Proposed Use

As part of the Rip & Replace program required by the FCC, SAC Wireless is submitting on behalf of Union Telephone Company, dba Union Wireless, a conditional use permit for a new 100' self-support tower to our new site located at 1305 W Main St, Lander, WY 82520.

The services Union Wireless provides are essential for everyday communications and keeps residents connected, workers safe, and allows businesses to thrive.

In summary of our proposal to an existing telecommunication Cora Butte facility:

- One (1) 100' self-support tower – please see attached Zoning Drawings dated 06/11/2025 for site plan and design proposal;
- One (1) ice bridge; a horizontal steel structure that protects cables from falling ice;
- Install antennas, radios, microwaves, and associated cabling;
- (2) shelters are to be installed on site;
- (1) Generator to be installed and (1) propane tank is to be installed on site;
- A 80' by 50' lease area is to be utilized. A fence is to be installed inside the lease area attached to existing parcel fence;
- Tower will have structural capacity to support Union Equipment and (2) additional colocators with MW dishes.

Requirements for Proposed Use: City of Lander

4-11-13 General Requirements - New And Modified Commercial Communication Towers And Antennas

Conditions for New and Modified Commercial Communication Tower/Antenna Placement - A new or modified communication tower and/or antenna may be permitted upon application to the Board of Adjustment and upon determination that all of the following conditions are met, as well as the conditions of City Code Section 4-6-1 Conditional Uses.

- A. **Permitted Height** - Commercial Communications Towers and Antennas, antenna and all related facilities mounted on structures, water tanks or other structures including free-standing or



guyed communications Commercial Communications Towers and Antennas must not extend more than 100 feet from the surface of the ground.

Applicant Response: The subject parcel 1305 W Main St, Lander is zoned Commercial, which has a 100' max height restriction. Union Wireless is proposing to build a new tower at this facility with a 100' tower, which is needed to meet the RF coverage requirements. Please find the attached RF Engineer Letter that includes coverage maps.

- B. **Specifications** - Submission of one copy of typical specifications for proposed structures and antenna, including description of design characteristics and material. All tower designs must be certified by an engineer licensed to practice in the State of Wyoming to be structurally sound and at a minimum, in conformance with the City's structure code, and any other standard outline in this article.

Applicant Response: Please see attached Zoning Drawings dated 06/11/2025.

- C. **Site Plan** - Submission of a site plan drawn to scale showing property boundaries, tower location, tower height, guy wires and anchors, existing structures, elevation drawings depicting typical design of proposed structures, parking, fences, landscape plan and existing land uses on adjacent property.

Applicant Response: Please see attached Zoning Drawings 06/11/2025, which shows, the site plan and utility lines, elevation, and on sheet Z2, the property line setbacks.

- D. **Tower Location Map** - Submission of a current map, or update for an existing map on file, showing locations of applicant's antenna, facilities, existing Commercial Communications Towers and Antennas, and proposed Commercial Communications Towers and Antennas which are reflected in public records, serving any property within the city.

Applicant Response: Please see attached Zoning Drawings dated 06/11/2025.

- E. **Antenna Capacity/Wind Load** - Submission of a report from a structural engineer registered in Wyoming that shows the tower antenna capacity by type and number and certification that the tower is designed to withstand winds in accordance with ANSI/EIA/TIA 222 (latest version) standards.

Applicant Response: Union Wireless understands and will adhere to requirements. Union Wireless's Tower Manufacturer will be using the latest TIA 222 Version Rev H in the design of the tower. Furthermore, Union Wireless will be adding additional equipment loading than needed to ensure the tower design will be capable of future collocations and will not fail.

F. Antenna Dimensions:

1. Omni-Directional (whip) antennas and their supports must not exceed 15' in height and 3" in diameter and must be constructed of a material or color which matches the exterior of the structure.



Applicant Response: Not being used for this site currently. Union Wireless understands and will adhere to requirements.

2. Directional or Panel antennas and their supports must not exceed 8' in height or 2.5' in width and must be constructed of materials and coloration which achieves maximum compatibility and minimum visibility.

Applicant Response: Union Wireless understands and will adhere to requirements.

3. Satellite and microwave dish antennas located below sixty-five (65) feet above the ground may not exceed six (6) feet in diameter. Satellite and dish antennas located sixty-five (65) feet and higher above the ground may not exceed eight (8) feet in diameter.

Applicant Response: Union Wireless understands and will adhere to requirements.

- G. **Antenna Owners** – The applicant shall show identification of the owners of all antenna and equipment to be located at the site as of the date of application. A copy will be on file at City Hall and must be updated with each additional participant or change of ownership.

Applicant Response: This is a new tower Union Wireless is currently the only occupant of the tower. The proposed tower will be structurally capable of supporting Union's equipment and (2) additional collocators with MW dishes.

- H. **Owner Authorization** - Written authorization from the site owner for the applications.

Applicant Response: See attached Letter of Authorization and Redacted Lease.

- I. **FCC License** - A copy of a valid FCC license for the proposed activity, or proof that the applicant is the winning bidder for an FCC license at auction and that the final issuance of the FCC license purchased at auction is pending.

Applicant Response: N/A

- J. **Removal Agreement** - A written agreement to remove the tower and/or antenna within 180 days of cessation of use along with a performance bond in an amount equal to the estimated removal costs. The performance bond shall be adjusted yearly for cost of living increases according to the Bureau of the Census Cost of Living.

Applicant Response: See Attached Removal Agreement.

- K. **Need for Location** - Applicant must show that the proposed antenna and equipment could not be placed on a pre-existing facility and function under applicable regulatory and design requirements without unreasonable modification. A permit for a proposed tower within 1,000 feet of an existing tower will not be granted unless the applicant certifies that the existing tower does not meet the applicant's structural specifications or technical requirements, or that a co-location agreement could not be obtained at commercially reasonable terms and conditions, including price.

Applicant Response: Due to the local terrain, future equipment requirements, and the ability to add future collocations, the request for a larger tower is needed. The existing 100' Monopole



located at 75 East Washakei Street, Lander is not capable of our proposed equipment and failed the structural analysis concluding with the proposed loading would not be in conformance with the ANSI/TIA-222-H Standard. There are no towers within 1,000 feet of this proposed tower.

- L. **Design for Multiple Use** - Applicant must show that a new tower is designed to accommodate the applicant's potential future needs, to the extent that those future needs may be determined at the time of application.

Applicant Response: Union Wireless is proposing to build a new facility. The proposed tower will be structurally capable of supporting the Union's equipment and (2) additional collocators with MW dishes.

- M. **Safety Codes** - All City of Lander structure and safety codes must be met and the site will be inspected upon completion by the city of Lander Structure Inspector.

Applicant Response: Union Wireless understands and will adhere to requirements.

- N. **Aesthetics**: Commercial Communication Towers and Antennas shall meet the following requirements:
1. Signs - No commercial signs or advertising shall be allowed on a tower or antenna including the base of the tower/antenna.
 2. Vandalism to include graffiti - Any vandalism, graffiti or other unauthorized inscribed materials shall be removed or otherwise covered in a manner substantially similar to and consistent with the original exterior finish.
 3. Alternative tower structure to include man-made trees, towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers are desirable. When camouflaging is not feasible selection shall include materials, colors, **textures**, screening and or landscaping that will blend towers into the natural setting and surrounding structures.

Applicant Response: Union Wireless understands and will adhere to requirements.

- O. **Fencing** - An eight (8) foot fence or wall constructed for safety and to shield against vandalism, shall be required around the base of any tower or antenna.

Applicant Response: Union Wireless understands and will adhere to requirements. Union will be connecting to the Parcel: 33001240033100 fences to the east existing 7', That height includes the barbed wire strand section.

- P. **Annual Registration Requirement** - To enable the City of Lander to insure safety requirements of commercial communication towers and antennas with the City limits, on an annual basis, no later than June 30 each year, the owner/operator shall submit documentation to the City Clerk's office providing:



1. Certification in writing that the commercial communication tower/antenna conforms to the requirements of the Uniform Structure Code and all other construction standards set for by the City Code, federal and state law by filing a sworn and certified statement by an engineer, certified in Wyoming, to that effect. The commercial communication tower/antenna owner/operator may be required by the City to submit more frequent certification should there be reason to believe that the structural and electrical integrity of the tower/antenna is jeopardized. The City reserves the right upon reasonable notice to the owner/operator of the tower/antenna to conduct inspections for the purpose of determining whether the tower/antenna facility complies with the City of Lander adopted structure and safety codes and all other construction standards provided by local, state and federal laws.

Applicant Response: Union Wireless understands and will adhere to requirements.

2. The name, address and telephone number of any new owner, if there has been a change of ownership of the tower/antenna.

Applicant Response: Union Wireless is proposing to build a new facility.

3. The name, address and telephone number of the operator.

Applicant Response: Please see below:

Union Telephone Company
P.O. Box 160
Mountain View, WY 82939
Office # (307)782-6131
Fax # (307)782-6200
Mountain View, WY 82939

Other Information

If you have any further questions or comments concerning this application, please feel free to contact me at 1-312-517-0996, or via email at: john.beasley@sacw.com. I thank you in advance for your kind courtesies and attention with respect to this application.

RECLAMATION CONSTRUCTION COST - BID ESTIMATE SHEET
For Permits

PROJECT DESCRIPTION
PROVIDE A DETAILED DESCRIPTION/STATEMENT OF WORK

Project S.O.W.
Lander Bailey Tower Project
Lease facilities site: (0.098 acres)
Removal of tower and appurtenances, and building foundation concrete. Buildings will be hauled off by truck. Wire and associated conduit to be abandoned in place. Removal of perimeter fence, with seeding and restoration to final use.
The weather should be dry when work is performed, no frozen ground. Work to be performed for reclamation would consist of seeding, fertilizing and dry mulching area. Remove markers and dispose of markers. Use small backhoe to dig up old vault. Fill in hole with sand. Reclaim existing track by scarifying and reseeding. No deep excavation. No rock excavation. Only previously disturbed areas will be disturbed and re-vegetated.

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE
Communication Site Towers					
1	Selective Demolition, Radio Tower	EA	1	\$47,000.00	\$47,000.00
2	Building Demolition	CF	0	\$0.00	\$0.00
3	Foundation Removal (concrete)	CY	37.56	\$150.00	\$5,634.00
4	Fence Removal (up to 5 strand, incl posts)	LF	270	\$3.75	\$1,012.50
6	Surface Restoration ("two track" roads & pipelines)	AC	0.098	\$4,838.71	\$474.19
10	Seeding	AC	0.098	\$675.00	\$66.15
11	Fertilizer	AC	0.098	\$240.00	\$23.52
12	Dry Mulch	AC	0.098	\$490.00	\$48.02
14	Vault Removal	EA	2	\$239.00	\$478.00
15	Reclamation Monitoring	DAY	1	\$500.00	\$500.00
CONSTRUCTION SUBTOTAL					\$55,236.38
Mob/Demob					\$5,523.64
CONSTRUCTION BID ESTIMATE TOTAL					\$60,760.02
Engineering Costs (ED&C)					
		4% - 8%		8%	\$4,860.80
		4% - 10%		10%	\$6,076.00
		1.5%		2%	\$911.40
		3.0%		3%	\$1,822.80
		10.0%		10%	\$6,076.00
		6% - 10%		10%	\$6,076.00
		21.8%		22%	\$13,245.68
Administration Cost					\$39,068.69
Indirect Cost					\$99,828.72
BOND TOTAL (RECOMMENDED)					\$99,828.72

the RCE to estimate the value to contract an ED&C at 4 to 8% of the DOM
Costs, as follows: < or = \$1 million, use 8%; over \$1 million to \$25 million, use 6%; and over \$25 million, use 4%.
the contingency be estimated using 4 to 10% of the DOM, as follows: < or = \$500,000, use 10%; over \$500,000 to \$5 million, use 8%; over \$5 million to \$50 million, use 6%; and over \$50 million, use 4%
construction contracts exceeding \$100,000 require a performance and payment bond. This value is 3% of the Deconstruction Operational & Maintenance (DOM) Costs for all contracts
contractor profit of 10% of DOM was added as a separate line item
Ranges from 6 to 10% of Deconstruction Operational & Maintenance (DOM) Costs as follows: < or = to \$1 million, use 10%; over \$1 million to \$25 million, use 8%; and over \$25 million, use 6%
Indirect cost rate is subject to change annually.

Prepared By: Patti Kirby
Date: 6/26/2024