



LARAMIE COUNTY PLANNING & DEVELOPMENT DEPARTMENT

Planning • Building

MEMORANDUM

TO: Laramie County Planning Commission

FROM: Cate Cundall, Associate Planner

DATE: May 14, 2026

TITLE: Review and Action on a Class B Conditional Use Permit for the Capital City Storage Tower, located at Tract 6, Wenandy Acres, Laramie County, WY.

EXECUTIVE SUMMARY

Galt Enterprises, on behalf of EIP Holdings II, LLC and Bernard E. Thyarks and Carrie L. King, has submitted a Class B Conditional Use Permit application for approval of a new Wireless Telecommunications Facility at 3405 Hayes Avenue, Cheyenne, WY. The facility consists of a 95' monopole tower and equipment in an enclosed area with an adjacent 9' x 20' parking area.

BACKGROUND

The subject property is located in the Land Use (LU) zone district. The parcel is currently assessed as residential improved land. The surrounding area has Land Use, Medium Residential, Mixed Use, and Agricultural Rural zone districts and is primarily residential use.

The tower is designed to accommodate up to four wireless carriers and the facility is intended to enhance wireless service coverage and reliability in the area while maintaining a low-impact footprint.

A Wireless Tower Permit will be required following approval of the Class B Condition Use Permit and will be approved administratively. A commercial building permit will be required for the construction of the tower.

Pertinent Laramie County Land Use Regulations or Statutory Provisions include:

- Section 2-3-102(d)(ii) governing the Conditional Use Type B permitting process.
- Section 2-4-104 governing the LU – Land Use Zone District.
- Section 1-3-100 governing public notice.
- Section 3-1-109 governing commercial projects
- Section 3-1-113(c-d) governing wireless communication towers.

DISCUSSION

The setback requirement to all property lines for towers shall be the height of the tower. The proposed setbacks meets this requirement. No marking or lighting will be required at the site, there will be no increase in traffic, and the tower will not emit any noise or odor. This will be an unattended facility. Access will be off Charles Street, which has been annexed into the City of Cheyenne and requires access permitting from that entity at the Wireless Tower Site Plan stage.

A Phase 1 Environmental Site Assessment that identifies potential contamination risks associated with the project will be completed along with a National Environmental Policy Act (NEPA) report to ensure that federal agencies give proper consideration to the environment when reviewing projects that may significantly impact the environment. FAA and FCC approval is also required.

The Laramie County Comprehensive Plan identifies the areas as Urban Rural Interface (URI). This is intended to accommodate a mix of more intensive land uses than other areas. This parcel lies in the PlanCheyenne Mixed Use Residential (MUR) area.

Agency review has been completed and comments have been addressed.

Public notice was provided in accordance with the LCLUR. One public comment was received. Copy is attached to this report.

A conditional use is given to land use meant to be beneficial to the permitted uses or those similar within a zoning district with conditions; or it requires conditions to mitigate impacts it may have on the surrounding area. Land use or land use proposal similar in nature, intensity and community impact which requires a conditional use permit has probable impacts and is required to meet all LCLUR conditions. It was determined that a Class B Conditional Use Permit would be required along with a Wireless Tower Permit. Class B conditional uses are those meant to be beneficial to an area and are permissible in their zoning district.

Section 2-3-102 (a) of the Laramie County Land Use Regulations requires that the Laramie County Planning Commission make a determination as to whether the proposed use is permitted and is in conformance with all applicable development standards. Staff find this application is in conformance with the plans and policies of Laramie County.

In accordance with the FCC U.S. Code 332, Title 47, when considering an application for a communication tower or other wireless facility service the environmental effects of radio frequency emissions cannot be considered as a basis for denial to the extent that such facilities comply with the FCC regulations concerning such emissions. If the Planning Commission denies a wireless facility tower it must be in writing and supported by substantial evidence contained in a written record.

RECOMMENDATION and FINDINGS

Based on evidence provided, staff finds that:

- a. This application meets the criteria for a Class B Conditional Use permit pursuant to section 2-3-102 of the 2025 Laramie County Land Use Regulations (LCLUR); and,
- b. This application is in conformance with section 3-1-113 (c-d) of the 2025 LCLUR governing wireless communication towers; and,
- c. This application is in conformance with section 2-4-104 of the 2025 LCLUR governing the LU – Land Use Zone District.

and that the Planning Commission may approve the Class B Conditional Use Permit for the Capital City Storage Tower with no conditions.

PROPOSED MOTION

I move to approve the Class B Conditional Use Permit for the Capital City Storage Tower and adopt the findings of facts a, b, and c of the staff report.

ATTACHMENTS

- Attachment 1: Location Map
- Attachment 2: Project Narrative
- Attachment 3: Pre-Application Notes
- Attachment 4: Lease Agreement
- Attachment 5: Transportation Assessment Worksheet
- Attachment 6: OE/AAA Pre-screening Results
- Attachment 7: Title 47 of the FCC Code 332
- Attachment 8: Construction Plans
- Attachment 9: Agency Review Comments
- Attachment 10: Class B Conditional Use Permit Resolution
- Attachment 11: Exhibit A – Proposed Site Plan



**Capital City
Storage Tower**

**3405 Hayes Avenue
Cheyenne, Wyoming**

PZ-26-00027

**Land Use
Zone District**

**Laramie County
Fire Authority**





Laramie County, WY
Laramie County Planning and Development Office

3966 Archer Pkwy
 Cheyenne, WY 82009
 (307) 633-4303
 www.laramiecountywy.gov
 planning@laramiecountywy.gov

PERMIT

PA-25-00081

PRE-APPLICATION MEETINGS

SITE ADDRESS: 3405 HAYES AVE CHEYENNE
PRIMARY PARCEL: 14662640100200
PROJECT NAME: CELL TOWER

ISSUED: 09/24/2025
EXPIRES: 03/23/2026

APPLICANT: Renee Fontaine
 123 XXX
 XX, XX 00000
 (773) 530-1708

OWNER: THYARKS, BENARD E ET AL
 3405 HAYES AVE
 CHEYENNE, WY 82001

Detail Name	Detail Value
Meeting Date	09/24/2025
MEETING AM OR PM	PM
Application Types	Conditional Use Class B
Attendees	Online (Teams Meeting)
Property Interest	Leasee
Detailed Project Narrative	100' cell tower location
Staff Attending	Staff
Development Action	Conditional Use Class B
Copy of Pre-App Notes	REQUIRED FOR APPLICATION SUBMITTAL
Project Narrative Letter	Yes
Warranty Deed and/or Lease Agreement	Yes
Traffic Study	Letter of Waiver
Roadway Maintenance Plan	No
Drainage Study	Letter of Waiver
Drainage Plans	No
WY DEQ Chapter 23 Study/Submittal Letter	No
Development Agreement	No
Road/Easement Use Agreement	No
Perimeter Fence Construction per W.S.S. 18-5-319	No
Environmental and Services Impact Report	No
Community Facility Fees Acknowledgement Letter	No



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Public Safety Fees Acknowledgement Letter	No
Application Fees	Yes
Environmental Health Review/Approval	No
Engineer Review - Paid by Applicant	Yes
Newspaper Legal Notice, Paid by Applicant	Yes
Public Notice, Paid by Applicant	Yes
Adjacent Property Owner Letter, Paid by Applicant	Yes
Floodplain Development Permit	Yes
GESC Permit	TBD
Right-of-Way Construction Permit	Upon Construction
Miscellaneous Notes	Seth Lloyd: Any type of right of way improvements will need permitting through the ROW division at the City. This type of use has no issues. Justin PD: This will require approval and issuance of a Conditional Use Class B permit prior to submitting a Wireless Communications site plan application. Once you apply the application will go out to pertinent agency reviewers for possible correction of concept plans. Once that process is done, Class B permits will go before the Planning Commission for approval via a hearing process. Once approved you can then submit your application for the simple site plan application. This will also go out for review to pertinent reviewers for site plan corrections.
Miscellaneous Notes (2)	Once your site plan has been approved you will be issued a Certificate of Review and approved site plan which will allow you to pull commercial building permits. Once all construction has been completed you will be required to contact planning for a final site walk through and then be issued a Certificate of Compliance. Building department will need to do final inspections and issue a Certificate of Completion. When you submit for your site plan permit, you will need to ask for an administrative adjustment on your setback distances.

CONDITIONS



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- * Disclaimer: These are intended as guidance only. Fee calculations are determined at the time of application, and issues that arise during review periods are not always anticipated at pre-application stage. Public Records Act: This document and any documents provided by the applicant to Planning may constitute a public record under W.S.S. 16-4-201 et seq. Applicants are advised not to divulge any information at a Pre-Application Meeting with Planning that they do not yet desire to be public information.
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- * A traffic study may be required for any site plan, subdivision permit, or access request for any development and shall be required for any project or development that will generate 100 or more trips during any hour or over 200 trips per day. Traffic studies shall be prepared by a qualified civil engineer licensed by the Wyoming State Board of Registration for Professional Engineers and Professional Land Surveyors to practice engineering in Wyoming. The applicant and the engineer shall meet with the County prior to preparation of the traffic study to discuss specific issues or concerns. The Director of Planning and Development may waive a traffic study based on estimated ADT, and peak hour trips, or existing road or site conditions, including adequate pedestrian access.
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- * Requests for waivers for drainage impact studies shall be made in writing to the Laramie County Public Works Department. The County shall review the request and approve the grant for a waiver or identify the level of study required for the proposed development action. Laramie County Public Works may waive the requirement for drainage study based on the following: a. Information is provided to substantiate there are no potential drainage problems at the site or downstream of the site (including impacts to downstream floodplains). b. The development or redevelopment will not result in an increase in the historic impervious area. c. The development or redevelopment of an area is immediately adjacent to a major drainageway that is capable of conveying the fully developed basin 100-year flood without impact to the base flood elevation. d. The development or redevelopment is unlikely to create drainage problems.
-
- * A waiver or alternative to the required landscaping may be presented to the Planning and Development Director for review. The Director shall approve the proposed alternative landscape plan based on the following criteria: A. the proposed alternative meets or exceeds the intent of this regulation, and B. the proposed alternative is well-integrated with the surrounding landscaping and land uses, and C. the proposed alternative meets the goals of Laramie County Comprehensive Plan and; D. the purpose of the required site plan is to legalize an existing use and the impact or benefits of the landscape plan on the property would be minimal; or E. the landscaping as required would prohibit reasonable use of the property.
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OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this 6 day of October, 2022, by and among **Carrie L. King**, unmarried, and **Benard E. Thyarks**, married, (collectively, "LESSOR"); and **EIP Holdings II, LLC**, a Delaware limited liability company ("LESSEE").

Recitals

WHEREAS, LESSOR is the owner of the following described property located at 3405 Hayes Avenue, Cheyenne, Wyoming 82001 being the property more specifically described on Exhibit A attached hereto (the "Property"); and

WHEREAS, LESSEE desires to lease certain ground space on the Property to make improvements including the installation of LESSEE's equipment, building(s) and a communications tower for the purpose of owning, operating and maintaining a wireless communications facility for use by LESSEE and its subtenants, licensees and customers; and

WHEREAS, LESSOR understands and accepts that LESSEE's primary business is constructing, owning and operating wireless communications facilities, and leasing, subleasing and licensing access to and use of space on the tower and ground to third parties involved in the provision of wireless communications services.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. Option to Lease. (a) In consideration of the payment of [REDACTED] (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease and use a portion of Property on the terms and conditions set forth herein below (the "Option"). The Option shall be for a term of twenty-four (24) months, commencing upon the date of mutual execution of this Agreement and ending twenty-four (24) months from such date (the "Option Period"). LESSEE shall have the right to extend the Option for an additional term of twenty-four (24) months (an "Extended Option Period") which shall be automatic, unless LESSEE provides written notice to LESSOR of its intent not to renew. Upon such renewal LESSEE shall pay LESSOR an additional option fee payment (the "Additional Option Fee") of [REDACTED]. In the event that notwithstanding LESSEE's diligent efforts the permits and approvals necessary for LESSEE's use of the Premises have not been issued, but have been applied for or have been issued and appealed, then LESSEE may, with written notification to the LESSOR prior to the expiration of the Extended Option Period, extend the Option for the amount of additional time necessary to acquire such permits and approvals. LESSOR and LESSEE hereby enter into this Agreement for LESSEE to lease and use a portion of the Property on the terms and conditions set forth herein.

(b) In order to facilitate leasing a portion of the Property as herein contemplated, LESSOR agrees to cooperate with LESSEE, during any Option Period and the Term of this Agreement, in obtaining, at LESSEE's expense, all licenses and permits or authorizations required for LESSEE's use of the Leased Premises (as defined in Paragraph 2 below) from all applicable government and/or regulatory entities (the "Government Approvals"), including appointing LESSEE as agent for all special or conditional use permits, variances or building permit applications. LESSOR agrees to cooperate with and to allow LESSEE, at no cost to LESSOR, to obtain a title report, zoning approvals including variances, special or conditional use permits and building permits, enter into subleases, licenses or other agreements with prospective sub-lessees, licensees, customers or other third party users of the Leased Premises, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals. If LESSEE is unable to obtain all necessary Government Approvals or is otherwise not satisfied with its investigation of the Leased Premises (hereinafter defined), then LESSEE may terminate this Agreement by providing written notice, including email correspondence, of termination to LESSOR, and this Agreement shall terminate and be of no further force and effect, except with respect to those provisions that expressly survive termination.

(c) During the Option Period and any Extended Option Period, LESSEE may exercise the Option by so notifying LESSOR in writing.

2. Premises. Subject to the following terms and conditions, upon LESSEE's exercise of the Option pursuant to Paragraph 1(c), LESSOR shall lease to LESSEE and LESSEE shall lease from LESSOR a portion of the Property comprised of (i) an area of approximately 50' x 50' (2,500) square feet of ground space and (ii) access and utility easement(s) that are sufficient for the construction, operation and maintenance of LESSEE's Facility, as generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Leased Premises").

3. Permitted Use. (a) The Leased Premises may be used by LESSEE for, among other things, construction, operation, maintenance, repair and/or replacement of its wireless infrastructure and communications equipment including towers, buildings, pads, antennae, electronic equipment, cabinets, cables, wiring, utilities, conduits, air conditioning equipment, generators and other appurtenances as it may from time to time require (collectively the "Facility") and sub-lease or license the use of the Facility to one or more subtenants, licensees and customers to install communications equipment for the transmission and reception of radio communication signals and related activities.

(b) LESSEE shall obtain, at LESSEE's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform engineering studies and such other reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, system design, operations and Governmental Approvals. LESSOR agrees to cooperate with LESSEE, at LESSEE's sole cost and expense, when requested, to allow LESSEE to file such applications, letters and/or documents for zoning and/or building permits for LESSEE's use of the Leased Premises as well as to allow LESSEE to perform such studies and/or procedures or to undertake any other steps necessary to obtain any Governmental Approvals. LESSOR shall promptly execute such documents as requested by LESSEE to apply for permits for use of the Property or to obtain other Governmental Approvals. Furthermore, LESSOR hereby authorizes LESSEE as its agent with respect to signing any zoning or building permit applications with respect to LESSEE's use of the Property. LESSOR shall not commit any action or omission that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE.

(c) If necessary, LESSEE has the right immediately to terminate this Agreement if LESSEE notifies LESSOR of unacceptable results of any such studies, reports, and/or Governmental Approvals prior to LESSEE's construction of the Facility.

4. Term. The initial term of this Agreement ("Initial Term") shall be five (5) years, beginning on the date LESSEE exercises the Option ("Commencement Date"), and terminating five (5) years thereafter. LESSEE shall have the right to extend this Agreement for nine (9) additional five (5) year renewal terms (each a "Renewal Term" and collectively the Initial Term and each exercised Renewal Term, the "Term"). Such renewals shall be automatically exercised except in the event LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least thirty (30) days prior to the end of the Initial Term, or prior to the end of any then-applicable Renewal Term. In the event this Agreement is so extended, all terms and conditions of the Agreement will continue for each such Renewal Term.

5. Rent. LESSEE shall pay LESSOR monthly rent in the amount of [REDACTED] (the "Rent"). The Rent shall be payable to LESSOR in advance on the first day of each month to LESSOR, beginning on the first day of the first calendar month that follows LESSOR's written notice of the commencement of construction. Rent for each Renewal Term (as defined in Paragraph 4 above) will be the annual Rent in effect for the final year of the Initial Term or the final year of the prior Renewal Term, as the case may be, increased by [REDACTED]

6. Interference of Rights. Except as provided in this Agreement (including without limitation the non-interference provisions of this Paragraph 6), LESSEE shall not use the Leased Premises in any way that interferes with the use of the Property by LESSOR or its third party lessees or licensees with rights in the Property prior in time to LESSEE's. Similarly, LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause

irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement pursuant to Paragraph 11. LESSOR represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with LESSEE's rights to the Leased Premises as set forth in this Agreement.

7. Construction, Operation and Removal of Improvements. (a) LESSEE, as well as, to the extent applicable, its respective subtenants, licensees and/or customers, shall have the right in its sole judgment, from time to time during the Term of this Agreement, at its expense and in a good and workmanlike manner and in compliance with all laws, statutes, codes, ordinances, by-laws, rules and regulations and Government Approvals, to construct, install, operate, maintain, upgrade, replace and remove its Facility. Although such equipment and appurtenances may become fixtures, they shall be and shall remain personal property and solely the property of LESSEE and its respective subtenants, licensees and customers, and LESSEE and its respective subtenants, licensees and customers shall have the right to remove any or all of them from time to time during the Term and at the expiration or earlier termination of this Agreement.

(b) LESSEE shall have the right to replace, add to and/or upgrade the Facility at any time during the Term of this Agreement.

(c) LESSEE shall be solely responsible for operations, maintenance, repair and insurance of the Facility and related equipment owned, constructed and installed by LESSEE on the Leased Premises.

(d) At the expiration or earlier termination of this Agreement LESSEE shall remove the above-ground Facility and all of LESSEE's Property and repair any damage to the Property resulting from the removal activities. Notwithstanding the foregoing, LESSEE will not be responsible for the replacement of any trees, shrubs or other vegetation.

8. Access. During the Term of this Agreement, ingress and egress to the Leased Premises is hereby granted to LESSEE and its subtenants, licensees and customers, including agents, contractors and subcontractors thereof, 24 hours a day, 365 days per year. This ingress and egress shall include the nonexclusive right to and from the Leased Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. LESSEE shall also have a nonexclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Facility. It is agreed however, that only authorized engineers, employees and contractors, subcontractors, agents of LESSEE, tenant or licensees of LESSEE, government employees, or persons under their direct supervision will be permitted to enter the Leased Premises.

9. Utilities. (a) LESSEE shall have the right to install utilities (including without limitation communications services and power) at LESSEE's expense, and to improve the present utilities, if any, on the Leased Premises. LESSEE shall, wherever practical, install separate meters for utilities used on the Leased Premises.

(b) As partial consideration for Rent paid under this Agreement, LESSOR hereby grants LESSEE an easement ("Easement") for ingress, egress, and access to the Leased Premises as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Telecommunications Facilities.

10. Default. Any breach of a material covenant or term hereof that is not cured within thirty (30) days ("Cure Period") from receipt of written notice from the non-breaching party shall constitute a "Default"; provided, however, that if efforts to cure are commenced within the Cure Period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time necessary to complete such cure.

11. Termination. (a) In addition to other events permitting termination hereunder, this Agreement may be terminated, without any penalty or further liability, as follows: (i) default of the other party; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's sole opinion, for LESSEE's Facility, including, but not limited to, unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Leased Premises and/or the Property that

blocks, either partially or totally, transmission or receiving paths used at the Facility; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Facility is not, in LESSEE's sole discretion, reasonably obtainable or maintainable in the future; and (iv) by LESSEE, upon thirty (30) days prior written notice, in the event that the Leased Premises cease to be economically viable as a telecommunications site; (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if "Hazardous Substances" (as defined in Paragraph 14 below) are or become present on the Property in violation of "Environmental Laws" (as also defined in Paragraph 14 below);

(b) Effective as of the date of termination, whether pursuant to this or other provisions of this Agreement, this Agreement shall be of no further force or effect and each party shall be released from all future obligations hereunder, provided that all liabilities and obligations that were incurred or accrued prior to the date of termination shall remain in effect.

12. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Facility, easements granted hereunder extending to the Facility, or any roadway to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking in the sole discretion of LESSEE renders the Leased Premises unsuitable for its intended purpose, then at LESSEE's option, this Agreement may be declared null and void and of no further force and effect and there shall be no further payment of Rent required except that which may have been due and payable at the time of said taking. LESSEE shall be entitled to receive the eminent domain award related to the Facility and any infrastructure built by LESSEE (and its subtenants, licensees and customers, including agents, contractors and subcontractors thereof) and related to said Facility. If this Agreement shall continue after such taking, this Agreement shall remain unaffected except that the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking as the rental value of the whole Leased Premises immediately prior to such taking.

13. Indemnification. (a) LESSEE shall indemnify and hold LESSOR harmless against any claims of liability or loss from personal injury or property damage that may arise out of LESSEE's negligence or willful misconduct in connection with the Leased Premises, excepting, however, such claims or damages as may be attributed in whole or in part to the actions or omissions of the LESSOR, or LESSOR's agents, servants, or contractors. Subject to the aforesaid, in the event of LESSOR's negligence or willful misconduct, LESSOR shall indemnify, defend and hold harmless the LESSEE against any claims of liability or loss from personal injury or property so caused by LESSOR and not by LESSEE.

(b) In the event that either party is entitled to indemnification and defense ("Indemnified Party") from the other party ("Indemnifying Party") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall also fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense.

14. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Leased Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes ("Hazardous Substances") regulated under any Local, State, or Federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances ("Environmental Laws"). LESSOR indemnifies and holds LESSEE harmless from any and all claims of liability under any Environmental Laws for Hazardous Materials which were handled, manufactured, treated, stored, used,

transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property prior to or after the Term of this Agreement, except for claims arising in whole or in any part out of LESSEE's use or occupancy of the Leased Premises.

15. Insurance. (a) LESSEE will carry during the Term of the Agreement the following insurance with customary coverage and exclusions: (i) Bodily Injury: \$1,000,000.00 for injury to any one person and \$2,000,000.00 for all injuries sustained by more than one person in any one occurrence; and (ii) Property Damage: full replacement costs of LESSEE's equipment. LESSEE agrees to furnish LESSOR with certificates of insurance certifying that LESSEE has in force and effect that above specified insurance. LESSOR shall be named as additional insured on all policies except for workers' compensation policies.

(b) LESSOR and LESSEE mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms and conditions of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as LESSOR or LESSEE may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the LESSOR or LESSEE as the same may be applicable, which right to the extent not prohibited or in violation of any such policy is hereby expressly waived, and LESSOR and LESSEE each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

16. Taxes. LESSOR shall be responsible for all taxes attributable to LESSOR's owned property and LESSEE shall be responsible for any and all taxes attributable to LESSEE's owned property. LESSEE shall pay as additional Rent any increase in real property taxes levied against Property, which are directly attributable to LESSEE's use of the Leased Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if LESSOR furnishes proof of such increase to LESSEE. In the event that LESSOR fails to pay when due any taxes affecting the Leased Premises or the Easement, as hereinafter defined, LESSEE shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by LESSEE on LESSOR's behalf from future installments of Rent.

17. Quiet Enjoyment, Title and Authority. (a) At all times during the Term of this Agreement, LESSEE may peaceably and quietly hold and enjoy the Leased Premises, free from disturbance from any person claiming by, through or under LESSOR, subject only to those matters of title now of record.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power and authority to execute this Agreement; (ii) it has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE and as of record as of the date of this Agreement that will not interfere with LESSEE's rights to or use of the Leased Premises; (iii) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on LESSOR.

(c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to lease the Property or any portion thereof from the LESSOR for telecommunications use in order to operate antennae and Facility providing transmission and/or receiving facilities for wireless providers and/or users, and that LESSOR will not grant a lease, sublease, or other license or right to use the Property, or any other adjacent property owned by LESSOR, to any other party for operation of antenna and/or Facility.

18. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable, national overnight courier service (such as Federal Express or United Parcel Service), or by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party). Facsimile, email and other forms of electronic communication shall not constitute valid notice.

If to LESSEE to: EIP Holdings II, LLC
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212
Attn: Legal Department / Site # 961522 (Capital City Storage)

If to LESSOR to: Carrie L. King and Benard E. Thyarks
3405 Hayes Avenue
Cheyenne, Wyoming 82001
Telephone: _____
Facsimile: _____
Email: _____

19. Estoppel, Non-Disturbance and Attornment. (a) LESSOR agrees, from time to time, upon not less than ten (10) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate certifying that as of the date of the certification: (i) the Agreement is a valid enforceable agreement, presently in full force and effect; (ii) LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the LESSEE to extend the Term of this Agreement; (iv) the amount of the then-current Rent payable under the Agreement; and (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto.

(b) LESSOR shall obtain for LESSEE from the holder of any mortgage and deed of trust now or hereafter encumbering the Property a subordination and non-disturbance agreement in form satisfactory in all respects to LESSEE, providing that so long as LESSEE is not in default under this Agreement, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

20. Assignment. Upon written notification from LESSEE to LESSOR, this Agreement may be assigned or transferred by LESSEE to a successor to the primary business of LESSEE, to a subsidiary, affiliate or partner of the LESSEE, or a purchaser of all or any portion of the assets of LESSEE. Any other assignment of this Agreement by the LESSEE shall require written approval of LESSOR, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, LESSEE may without the approval of LESSOR (i) enter into subleases, licenses or other agreements with prospective sub-lessees, licensees, customers or other third party users of the Leased Premises, or (ii) mortgage or grant a security interest in this Lease and the Facility and assign this Lease and the Facility to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

21. Right of First Refusal. LESSOR hereby grants LESSEE a right of first refusal in connection with all requests, proposals or offers from any third party other than the LESSEE to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Leased Premises ("Offer"). This right of first refusal shall NOT apply to, and nothing herein shall preclude, the sale or conveyance of the Property provided that such sale or conveyance also includes the Leased Premises and is not an attempt to bypass the right of first refusal defined herein. LESSOR shall provide LESSEE written notice (the "ROFR Notice") of its receipt of an Offer, which shall describe all material terms of the Offer and include a copy of the offering document(s). LESSEE shall have thirty (30) days to evaluate the Offer and notify LESSOR in writing (the "Acceptance Notice") that it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer; provided, however, LESSEE shall have not less than ninety (90) days from the date of the Acceptance Notice to complete the transaction contemplated by the Offer. If LESSEE fails to provide LESSOR an Acceptance Notice or within such 30-day period, then LESSOR may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice.

22. Further Assurances. Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

23. Miscellaneous. (a) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

(b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state in which the Property is located, without regard to its conflicts of laws principles.

(c) For purposes of providing constructive notice hereof and if required by applicable law, LESSOR and LESSEE hereby agree to execute a Memorandum or Short Form of Ground Lease Agreement in recordable form (see form attached hereto as Exhibit C), and LESSEE shall have the same recorded in the land records of the County and State in which the Leased Premises is located. The cost of any such recording is to be paid for solely by the LESSEE.

(d) Any sale or other conveyance by the LESSOR of all or part of the Leased Premises shall be under and subject to this Agreement and LESSEE's rights hereunder.

(e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

(f) If any provision of this 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 to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(Signatures on Next Page)

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

LESSOR:

Carrie L. King and Benard E. Thyarks

By: Carrie L King
Name: Carrie L. King

By: Benard E Thyark
Name: Benard E. Thyarks

LESSEE:

**EIP Holdings II, LLC,
a Delaware limited liability company**

By: [Signature]
Name: John Lemmon
Title: ERP and General Counsel

Consent and Joinder of Spouse

I, Linda A. Thyarks ("Spouse"), being the spouse of Benard E. Thyarks, hereby consents to the execution of this Agreement. To the extent that Spouse has acquired or hereafter acquires any interest in the Property, whether by virtue of being the spouse or otherwise, Spouse joins and consents to this Agreement and any rights or obligations in connection with this Agreement.

SPOUSE:

Linda A Thyarks
Printed Name: Linda A. Thyarks

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

In the County of Laramie, Wyoming

Legal Description:

Tract 6, Wenandy Acres, approximately 3 acres, a subdivision of the SW1/4SE1/4 of Section 26, Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming.

[This description is subject to change pending receipt of a title report.]

Tax Parcel Number: 19185000600000

Address: 3405 Hayes Avenue, Cheyenne, WY 82001

EXHIBIT B

DESCRIPTION OF LEASED PREMISES



Lease Area: 50' x 50', as approximately indicated herein

Access and Utility Easement: Approximately 108' from the nearest public road to the Lease Area as depicted herein

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Leased Premises once received by Lessee.
2. Any setback of the Leased Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The height, type, number and mounting positions and locations of any towers, antennas, equipment, shelters and transmission lines are illustrative only. Actual height, types, numbers, mounting positions and locations may vary from what is shown above.

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

EIP Holdings II, LLC
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212
Attn: Legal Department

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT, is made and entered into on this 6 day of October, 2022, by and between **Carrie L. King and Benard E. Thyarks** (collectively, "Lessor"); and **EIP Holdings II, LLC**, a Delaware limited liability company ("Lessee") to provide notice of that certain Option and Ground Lease Agreement between Lessor and Lessee dated as of the 6 day of October 2022 ("Lease"), which Lease contains, among other things, the following terms:

1. Description of Premises. The Lease pertains to those certain real property (the "Property") and certain premises thereupon, which premises are hereinafter referred to as the "Leased Premises." The said Property is described in Exhibit A, which Exhibit is attached hereto and incorporated herein by reference.
2. Term. The Initial Term of the Lease is five (5) years beginning on the date of the exercise of the Option (as defined in such Lease) by Lessee to lease the Leased Premises (the "Commencement Date").
3. Renewal Terms. Lessee has the right to extend the Term of the Lease for nine (9) successive terms of five (5) years each.
4. Subletting. Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or permit any portion of the Leased Premises to be occupied or used by subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.
5. Right of First Refusal. Pursuant to the Lease, Lessor has granted a Lessee a right of first refusal in connection with all requests, proposals or offers from any third party other than the Lessee to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Leased Premises.
6. Ratification of Lease. By this Memorandum, the parties intend to record a reference to the Lease and do hereby ratify and confirm all of the terms and conditions of the Lease and declare that the Leased Premises are subject to all of the applicable provisions of the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first above written.

Lessor: Carrie L. King and Benard E. Thyarks

Lessee: EIP Holdings II, LLC
a Delaware limited liability company

By: EXHIBIT ONLY – DO NOT SIGN
Name: [LESSOR NAME]
Its: [LESSOR TITLE]

By: EXHIBIT ONLY – DO NOT SIGN
Name: _____
Its: _____



LESSOR

STATE OF WYOMING:

COUNTY OF LARAMIE:

The foregoing Memorandum of Option and Ground Lease Agreement was signed and acknowledged before me by [LESSOR], acting in [HIS/HER] capacity as Owner and LESSOR for the property located at [PROPERTY ADDRESS] to be the act and deed of said [LESSOR] for the purposes therein stated, on this ____ day of _____, 2022.

EXHIBIT ONLY – DO NOT SIGN
_____, Notary Public

My Commission Expires: _____

LESSEE

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF ALLEGHENY:

The foregoing Memorandum of Option and Ground Lease Agreement was signed and acknowledged before me by _____, acting in his capacity of _____, on behalf of EIP Holdings II, LLC, LESSEE, to be the act and deed of said company for the purposes therein stated, on this ____ day of _____, 2022.

EXHIBIT ONLY – DO NOT SIGN
_____, Notary Public

My Commission Expires: _____

EXHIBITA TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

In the County of Laramie, Wyoming

Legal Description:

Tract 6, Wenandy Acres, approximately 3 acres, a subdivision of the SW1/4SE1/4 of Section 26, Township 14 North, Range 66 West of the 6th P.M. in Laramie County, Wyoming.

Tax Parcel Number: 19185000600000

Address: 3405 Hayes Avenue, Cheyenne, WY 82001



LARAMIE COUNTY LAND USE REGULATIONS

Transportation Assessment Worksheet

The following transportation assessment worksheet shall be completed in association with 5-6-103

Project: Capital City Storage By: Everest Infrastructure

Date: 3.19.26 Contact: Renee Fontaine

Owner/Developer: Everest Infrastructure Phone: 424-386-5552

Property Address or Legal Description (lot, block, subdivision): 3400 Hayes Ave., Cheyenne, WY

Legal Description: Wenandy Acres: Tract 6, S26, T14N, R66W, Laramie Cty, WY

Existing Zoning: LU Change to:

Existing Land Use: Residential Proposed: No Changes
 Above changes if applicable.

Applicant email: rfontaine@siteac-llc.com

All Developments

Provide the following information, to the best of your knowledge, for all projects:

1. Provide existing Land Use and Proposed Land Use for this site.
 - a. Traffic counts need to be included in here... if not existing developer must provide current traffic counts on adjacent public roadways.
 - b. Description of existing Land Use: (If none, use Vacant) If using Peak Hours, multiply by a Rate of 7.44

Type	ITE Code	Land Use	Unit	Time Period	Rate	Size	Trips/Day
	110	Gen Light Industrial					

Total:

- c. Description of proposed Land Use: (If none, use Vacant) If using Peak Hours, multiply by a Rate of 7.44

Type	ITE Code	Land Use	Unit	Time Period	Rate	Size	Trips/Day
	110	Gen. light Indust.	6400 sq. ft	Daily	4.87	8000x4.87	7/1000=31.18

Total:

New Land Use: Trips/Day

1. Traffic Impact Study - Criteria I	
2. Traffic Impact Study - Criteria II	
3. Traffic Impact Study - Criteria III	
4. Traffic Impact Study - Criteria IV	
5. No Traffic Impact Study Required	

Increase (+)/Decrease (-): 31.168

b. Standards for TIS

Traffic impact studies shall utilize the Institute of Transportation Engineers (ITE) trip generation rates unless better information is available and approved by the County. If there is no available current data regarding existing traffic counts on existing roadways, traffic counts will be required to be obtained when a TIS is required.

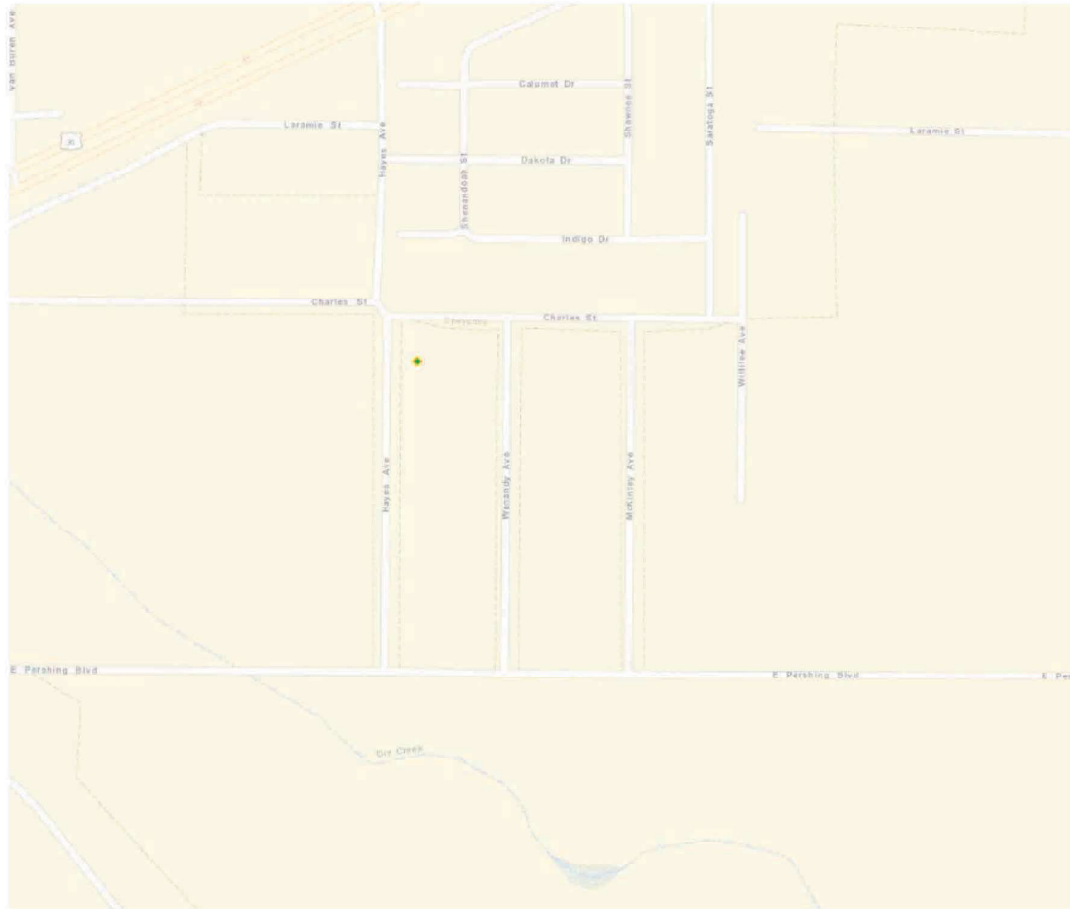
OE/AAA Pre-screening Results

Mon Mar 30 2026 16:36:10 GMT-0400 (Eastern Daylight Time)

Structure: Tower

Latitude	Longitude	Height	Site Elevation	AMSL
41.14849	-104.74167	95	5956	6051

Based on the information you provided, you are not required to file notice with the FAA.



(2) The term “United States” means the several States, the District of Columbia, the Commonwealth of Puerto Rico, and the possessions of the United States, but does not include the Canal Zone.

(June 19, 1934, ch. 652, title III, §330, as added Pub. L. 87-529, §2, July 10, 1962, 76 Stat. 151; amended Pub. L. 101-431, §4, Oct. 15, 1990, 104 Stat. 961; Pub. L. 104-104, title V, §551(d), Feb. 8, 1996, 110 Stat. 141; Pub. L. 111-260, title II, §203(c), Oct. 8, 2010, 124 Stat. 2773.)

Editorial Notes

REFERENCES IN TEXT

For definition of Canal Zone, referred to in subsec. (d)(2), see section 3602(b) of Title 22, Foreign Relations and Intercourse.

AMENDMENTS

2010—Subsec. (b). Pub. L. 111-260, in first sentence substituted “303(u) and (z)” for “303(u)”, in second sentence substituted “Such rules shall provide performance and display standards for such built-in decoder circuitry or capability designed to display closed captioned video programming, the transmission and delivery of video description services, and the conveyance of emergency information as required by section 303 of this title.” for “Such rules shall provide performance and display standards for such built-in decoder circuitry.”, and in fourth sentence substituted “closed-captioning service and video description service continue” for “closed-captioning service continues”.

1996—Subsec. (c). Pub. L. 104-104, §551(d)(1)(B), added subsec. (c). Former subsec. (c) redesignated (d).

Subsec. (d). Pub. L. 104-104, §551(d)(2), in introductory provisions substituted “and sections 303(s), 303(u), and 303(x) of this title” for “section 303(s) of this title, and section 303(u) of this title”.

Pub. L. 104-104, §551(d)(1)(B), redesignated subsec. (c) as (d).

1990—Subsecs. (b), (c). Pub. L. 101-431 added subsec. (b), redesignated former subsec. (b) as (c), and substituted “, section 303(s) of this title, and section 303(u) of this title” for “and section 303(s) of this title”.

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE OF 1990 AMENDMENT

Amendment by Pub. L. 101-431 effective July 1, 1993, see section 5 of Pub. L. 101-431, set out as a note under section 303 of this title.

§ 331. Very high frequency stations and AM radio stations

(a) Very high frequency stations

It shall be the policy of the Federal Communications Commission to allocate channels for very high frequency commercial television broadcasting in a manner which ensures that not less than one such channel shall be allocated to each State, if technically feasible. In any case in which licensee of a very high frequency commercial television broadcast station notifies the Commission to the effect that such licensee will agree to the reallocation of its channel to a community within a State in which there is allocated no very high frequency commercial television broadcast channel at the time¹ such notification, the Commission shall, notwithstanding any other provision of law, order such realloca-

¹ So in original. Probably should be followed by “of”.

tion and issue a license to such licensee for that purpose pursuant to such notification for a term of not to exceed 5 years as provided in section 307(d)² of this title.

(b) AM radio stations

It shall be the policy of the Commission, in any case in which the licensee of an existing AM daytime-only station located in a community with a population of more than 100,000 persons that lacks a local full-time aural station licensed to that community and that is located within a Class I station primary service area notifies the Commission that such licensee seeks to provide full-time service, to ensure that such a licensee is able to place a principal community contour signal over its entire community of license 24 hours a day, if technically feasible.

(June 19, 1934, ch. 652, title III, §331, as added Pub. L. 97-248, title III, §355, Sept. 3, 1982, 96 Stat. 641; amended Pub. L. 102-243, §4, Dec. 20, 1991, 105 Stat. 2402; Pub. L. 103-414, title III, §303(a)(18), Oct. 25, 1994, 108 Stat. 4295; Pub. L. 115-141, div. P, title IV, §402(i)(5), Mar. 23, 2018, 132 Stat. 1089.)

Editorial Notes

REFERENCES IN TEXT

Subsec. (d) of section 307 of this title, referred to in subsec. (a), was redesignated subsec. (c) of section 307 by Pub. L. 97-259, title I, §112(a), Sept. 13, 1982, 96 Stat. 1093.

CODIFICATION

Another section 331 of act June 19, 1934 was renumbered section 332 and is classified to section 332 of this title.

PRIOR PROVISIONS

A prior section 331, act June 19, 1934, ch. 652, title III, §331, as added Sept. 14, 1973, Pub. L. 93-107, §1, 87 Stat. 350, related to broadcasting of games of professional sports clubs, prior to repeal by Pub. L. 93-107, §2, Sept. 14, 1973, 87 Stat. 351, effective Dec. 31, 1975.

AMENDMENTS

2018—Subsec. (b). Pub. L. 115-141 struck out at end: “The Commission shall report to the appropriate committees of Congress within 30 days after December 20, 1991, on how it intends to meet this policy goal.”

1994 Pub. L. 103 414 amended section catchline generally.

1991—Pub. L. 102 243 inserted “and AM radio stations” in section catchline, designated existing provisions as subsec. (a) and inserted heading, and added subsec. (b).

§ 332. Mobile services

(a) Factors which Commission must consider

In taking actions to manage the spectrum to be made available for use by the private mobile services, the Commission shall consider, consistent with section 151 of this title, whether such actions will—

- (1) promote the safety of life and property;
- (2) improve the efficiency of spectrum use and reduce the regulatory burden upon spectrum users, based upon sound engineering principles, user operational requirements, and marketplace demands;

² See References in Text note below.

- (3) encourage competition and provide services to the largest feasible number of users; or
- (4) increase interservice sharing opportunities between private mobile services and other services.

(b) Advisory coordinating committees

(1) The Commission, in coordinating the assignment of frequencies to stations in the private mobile services and in the fixed services (as defined by the Commission by rule), shall have authority to utilize assistance furnished by advisory coordinating committees consisting of individuals who are not officers or employees of the Federal Government.

(2) The authority of the Commission established in this subsection shall not be subject to or affected by the provisions of part III of title 5 or section 1342 of title 31.

(3) Any person who provides assistance to the Commission under this subsection shall not be considered, by reason of having provided such assistance, a Federal employee.

(4) Any advisory coordinating committee which furnishes assistance to the Commission under this subsection shall not be subject to the provisions of chapter 10 of title 5.

(c) Regulatory treatment of mobile services

(1) Common carrier treatment of commercial mobile services

(A) A person engaged in the provision of a service that is a commercial mobile service shall, insofar as such person is so engaged, be treated as a common carrier for purposes of this chapter, except for such provisions of subchapter II as the Commission may specify by regulation as inapplicable to that service or person. In prescribing or amending any such regulation, the Commission may not specify any provision of section 201, 202, or 208 of this title, and may specify any other provision only if the Commission determines that—

- (i) enforcement of such provision is not necessary in order to ensure that the charges, practices, classifications, or regulations for or in connection with that service are just and reasonable and are not unjustly or unreasonably discriminatory;
- (ii) enforcement of such provision is not necessary for the protection of consumers; and
- (iii) specifying such provision is consistent with the public interest.

(B) Upon reasonable request of any person providing commercial mobile service, the Commission shall order a common carrier to establish physical connections with such service pursuant to the provisions of section 201 of this title. Except to the extent that the Commission is required to respond to such a request, this subparagraph shall not be construed as a limitation or expansion of the Commission's authority to order interconnection pursuant to this chapter.

(C) As a part of making a determination with respect to the public interest under subparagraph (A)(iii), the Commission shall consider whether the proposed regulation (or amendment thereof) will promote competitive market conditions, including the extent to

which such regulation (or amendment) will enhance competition among providers of commercial mobile services. If the Commission determines that such regulation (or amendment) will promote competition among providers of commercial mobile services, such determination may be the basis for a Commission finding that such regulation (or amendment) is in the public interest.

(D) The Commission shall, not later than 180 days after August 10, 1993, complete a rulemaking required to implement this paragraph with respect to the licensing of personal communications services, including making any determinations required by subparagraph (C).

(2) Non-common carrier treatment of private mobile services

A person engaged in the provision of a service that is a private mobile service shall not, insofar as such person is so engaged, be treated as a common carrier for any purpose under this chapter. A common carrier (other than a person that was treated as a provider of a private land mobile service prior to August 10, 1993) shall not provide any dispatch service on any frequency allocated for common carrier service, except to the extent such dispatch service is provided on stations licensed in the domestic public land mobile radio service before January 1, 1982. The Commission may by regulation terminate, in whole or in part, the prohibition contained in the preceding sentence if the Commission determines that such termination will serve the public interest.

(3) State preemption

(A) Notwithstanding sections 152(b) and 221(b) of this title, no State or local government shall have any authority to regulate the entry of or the rates charged by any commercial mobile service or any private mobile service, except that this paragraph shall not prohibit a State from regulating the other terms and conditions of commercial mobile services. Nothing in this subparagraph shall exempt providers of commercial mobile services (where such services are a substitute for land line telephone exchange service for a substantial portion of the communications within such State) from requirements imposed by a State commission on all providers of telecommunications services necessary to ensure the universal availability of telecommunications service at affordable rates. Notwithstanding the first sentence of this subparagraph, a State may petition the Commission for authority to regulate the rates for any commercial mobile service and the Commission shall grant such petition if such State demonstrates that—

- (i) market conditions with respect to such services fail to protect subscribers adequately from unjust and unreasonable rates or rates that are unjustly or unreasonably discriminatory; or
- (ii) such market conditions exist and such service is a replacement for land line telephone exchange service for a substantial portion of the telephone land line exchange service within such State.

The Commission shall provide reasonable opportunity for public comment in response to

such petition, and shall, within 9 months after the date of its submission, grant or deny such petition. If the Commission grants such petition, the Commission shall authorize the State to exercise under State law such authority over rates, for such periods of time, as the Commission deems necessary to ensure that such rates are just and reasonable and not unjustly or unreasonably discriminatory.

(B) If a State has in effect on June 1, 1993, any regulation concerning the rates for any commercial mobile service offered in such State on such date, such State may, no later than 1 year after August 10, 1993, petition the Commission requesting that the State be authorized to continue exercising authority over such rates. If a State files such a petition, the State's existing regulation shall, notwithstanding subparagraph (A), remain in effect until the Commission completes all action (including any reconsideration) on such petition. The Commission shall review such petition in accordance with the procedures established in such subparagraph, shall complete all action (including any reconsideration) within 12 months after such petition is filed, and shall grant such petition if the State satisfies the showing required under subparagraph (A)(i) or (A)(ii). If the Commission grants such petition, the Commission shall authorize the State to exercise under State law such authority over rates, for such period of time, as the Commission deems necessary to ensure that such rates are just and reasonable and not unjustly or unreasonably discriminatory. After a reasonable period of time, as determined by the Commission, has elapsed from the issuance of an order under subparagraph (A) or this subparagraph, any interested party may petition the Commission for an order that the exercise of authority by a State pursuant to such subparagraph is no longer necessary to ensure that the rates for commercial mobile services are just and reasonable and not unjustly or unreasonably discriminatory. The Commission shall provide reasonable opportunity for public comment in response to such petition, and shall, within 9 months after the date of its submission, grant or deny such petition in whole or in part.

(4) Regulatory treatment of communications satellite corporation

Nothing in this subsection shall be construed to alter or affect the regulatory treatment required by title IV of the Communications Satellite Act of 1962 [47 U.S.C. 741 et seq.] of the corporation authorized by title III of such Act [47 U.S.C. 731 et seq.].

(5) Space segment capacity

Nothing in this section shall prohibit the Commission from continuing to determine whether the provision of space segment capacity by satellite systems to providers of commercial mobile services shall be treated as common carriage.

(6) Foreign ownership

The Commission, upon a petition for waiver filed within 6 months after August 10, 1993, may waive the application of section 310(b) of

this title to any foreign ownership that lawfully existed before May 24, 1993, of any provider of a private land mobile service that will be treated as a common carrier as a result of the enactment of the Omnibus Budget Reconciliation Act of 1993, but only upon the following conditions:

(A) The extent of foreign ownership interest shall not be increased above the extent which existed on May 24, 1993.

(B) Such waiver shall not permit the subsequent transfer of ownership to any other person in violation of section 310(b) of this title.

(7) Preservation of local zoning authority

(A) General authority

Except as provided in this paragraph, nothing in this chapter shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

(B) Limitations

(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof—

(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

(iii) Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

(C) Definitions

For purposes of this paragraph—

(i) the term “personal wireless services” means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

(ii) the term “personal wireless service facilities” means facilities for the provision of personal wireless services; and

(iii) the term “unlicensed wireless service” means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 303(v) of this title).

(8) Mobile services access

A person engaged in the provision of commercial mobile services, insofar as such person is so engaged, shall not be required to provide equal access to common carriers for the provision of telephone toll services. If the Commission determines that subscribers to such services are denied access to the provider of telephone toll services of the subscribers’ choice, and that such denial is contrary to the public interest, convenience, and necessity, then the Commission shall prescribe regulations to afford subscribers unblocked access to the provider of telephone toll services of the subscribers’ choice through the use of a carrier identification code assigned to such provider or other mechanism. The requirements for unblocking shall not apply to mobile satellite services unless the Commission finds it to be in the public interest to apply such requirements to such services.

(d) Definitions

For purposes of this section—

(1) the term “commercial mobile service” means any mobile service (as defined in section 153 of this title) that is provided for profit and makes interconnected service available (A) to the public or (B) to such classes of eligible users as to be effectively available to a substantial portion of the public, as specified by regulation by the Commission;

(2) the term “interconnected service” means service that is interconnected with the public switched network (as such terms are defined by regulation by the Commission) or service for which a request for interconnection is pending pursuant to subsection (c)(1)(B); and

(3) the term “private mobile service” means any mobile service (as defined in section 153 of this title) that is not a commercial mobile service or the functional equivalent of a commercial mobile service, as specified by regulation by the Commission.

(June 19, 1934, ch. 652, title III, § 332, formerly § 331, as added Pub. L. 97-259, title I, § 120(a), Sept. 13, 1982, 96 Stat. 1096; renumbered § 332, Pub. L. 102-385, § 25(b), Oct. 5, 1992, 106 Stat. 1502; amended Pub. L. 103-66, title VI, § 6002(b)(2)(A), Aug. 10, 1993, 107 Stat. 392; Pub. L. 104-104, § 3(d)(2), title VII, §§ 704(a), 705, Feb. 8, 1996, 110 Stat. 61, 151, 153; Pub. L. 115-141, div. P, title IV, § 402(g), Mar. 23, 2018, 132 Stat. 1089; Pub. L. 117-286, § 4(a)(296), Dec. 27, 2022, 136 Stat. 4338.)

Editorial Notes

REFERENCES IN TEXT

Provisions of part III of title 5, referred to in subsec. (b)(2), are classified to section 2101 et seq. of Title 5, Government Organization and Employees.

This chapter, referred to in subsec. (c), was in the original “this Act”, meaning act June 19, 1934, ch. 652, 48 Stat. 1064, known as the Communications Act of 1934, which is classified principally to this chapter. For complete classification of this Act to the Code, see section 609 of this title and Tables.

The Communications Satellite Act of 1962, referred to in subsec. (c)(4), is Pub. L. 87-624, Aug. 31, 1962, 76 Stat. 419. Titles III and IV of the Act are classified generally to subchapters III (§ 731 et seq.) and IV (§ 741 et seq.), respectively, of chapter 6 of this title. For complete classification of this Act to the Code, see Short Title note set out under section 701 of this title and Tables.

The Omnibus Budget Reconciliation Act of 1993, referred to in subsec. (c)(6), is Pub. L. 103-66, Aug. 10, 1993, 107 Stat. 312. For complete classification of this Act to the Code, see Tables.

CODIFICATION

In subsec. (b)(2), “section 1342 of title 31” substituted for “section 3679(b) of the Revised Statutes (31 U.S.C. 665(b))” on authority of Pub. L. 97-258, § 4(b), Sept. 13, 1982, 96 Stat. 1067, the first section of which enacted Title 31, Money and Finance.

AMENDMENTS

2022—Subsec. (b)(4). Pub. L. 117-286 substituted “chapter 10 of title 5.” for “the Federal Advisory Committee Act.”

2018—Subsec. (c)(1)(C). Pub. L. 115-141 struck out first and second sentences which read as follows: “The Commission shall review competitive market conditions with respect to commercial mobile services and shall include in its annual report an analysis of those conditions. Such analysis shall include an identification of the number of competitors in various commercial mobile services, an analysis of whether or not there is effective competition, an analysis of whether any of such competitors have a dominant share of the market for such services, and a statement of whether additional providers or classes of providers in those services would be likely to enhance competition.”

1996—Subsec. (c)(7). Pub. L. 104-104, § 704(a), added par. (7).

Subsec. (c)(8). Pub. L. 104-104, § 705, added par. (8).

Subsec. (d)(1), (3). Pub. L. 104-104, § 3(d)(2), substituted “section 153” for “section 153(n)”.

1993—Pub. L. 103-66 struck out “Private land” before “mobile services” in section catchline, struck out “land” before “mobile services” wherever appearing in subsecs. (a) and (b), added subsecs. (c) and (d), and struck out former subsec. (c) which related to service provided by specialized mobile radio, multiple licensed radio dispatch systems, and other radio dispatch systems; common carriers; and rate or entry regulations.

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE OF 1993 AMENDMENT

Pub. L. 103-66, title VI, § 6002(c), Aug. 10, 1993, 107 Stat. 396, provided that:

“(1) IN GENERAL.—Except as provided in paragraph (2), the amendments made by this section [amending this section and sections 152, 153, and 309 of this title] are effective on the date of enactment of this Act [Aug. 10, 1993].

“(2) EFFECTIVE DATES OF MOBILE SERVICE AMENDMENTS.—The amendments made by subsection (b)(2) [amending this section and sections 152 and 153 of this title] shall be effective on the date of enactment of this Act [Aug. 10, 1993], except that—

“(A) section 332(c)(3)(A) of the Communications Act of 1934 [subsec. (c)(3)(A) of this section], as amended

by such subsection, shall take effect 1 year after such date of enactment; and

“(B) any private land mobile service provided by any person before such date of enactment, and any paging service utilizing frequencies allocated as of January 1, 1993, for private land mobile services, shall, except for purposes of section 332(c)(6) of such Act [subsec. (c)(6) of this section], be treated as a private mobile service until 3 years after such date of enactment.”

AVAILABILITY OF PROPERTY

Pub. L. 104-104, title VII, §704(c), Feb. 8, 1996, 110 Stat. 152, provided that: “Within 180 days of the enactment of this Act [Feb. 8, 1996], the President or his designee shall prescribe procedures by which Federal departments and agencies may make available on a fair, reasonable, and nondiscriminatory basis, property, rights-of-way, and easements under their control for the placement of new telecommunications services that are dependent, in whole or in part, upon the utilization of Federal spectrum rights for the transmission or reception of such services. These procedures may establish a presumption that requests for the use of property, rights-of-way, and easements by duly authorized providers should be granted absent unavoidable direct conflict with the department or agency’s mission, or the current or planned use of the property, rights-of-way, and easements in question. Reasonable fees may be charged to providers of such telecommunications services for use of property, rights-of-way, and easements. The Commission shall provide technical support to States to encourage them to make property, rights-of-way, and easements under their jurisdiction available for such purposes.”

TRANSITIONAL RULEMAKING FOR MOBILE SERVICE PROVIDERS

Pub. L. 103-66, title VI, §6002(d)(3), Aug. 10, 1993, 107 Stat. 397, provided that: “Within 1 year after the date of enactment of this Act [Aug. 10, 1993], the Federal Communications Commission—

“(A) shall issue such modifications or terminations of the regulations applicable (before the date of enactment of this Act) to private land mobile services as are necessary to implement the amendments made by subsection (b)(2) [amending this section and sections 152 and 153 of this title];

“(B) in the regulations that will, after such date of enactment, apply to a service that was a private land mobile service and that becomes a commercial mobile service (as a consequence of such amendments), shall make such other modifications or terminations as may be necessary and practical to assure that licensees in such service are subjected to technical requirements that are comparable to the technical requirements that apply to licensees that are providers of substantially similar common carrier services;

“(C) shall issue such other regulations as are necessary to implement the amendments made by subsection (b)(2); and

“(D) shall include, in such regulations, modifications, and terminations, such provisions as are necessary to provide for an orderly transition.”

§ 333. Willful or malicious interference

No person shall willfully or maliciously interfere with or cause interference to any radio communications of any station licensed or authorized by or under this chapter or operated by the United States Government.

(June 19, 1934, ch. 652, title III, §333, as added Pub. L. 101-396, §9, Sept. 28, 1990, 104 Stat. 850.)

Editorial Notes

REFERENCES IN TEXT

This chapter, referred to in text, was in the original “this Act”, meaning act June 19, 1934, ch. 652, 48 Stat.

1064, known as the Communications Act of 1934, which is classified principally to this chapter. For complete classification of this Act to the Code, see section 609 of this title and Tables.

§ 334. Limitation on revision of equal employment opportunity regulations

(a) Limitation

Except as specifically provided in this section, the Commission shall not revise—

(1) the regulations concerning equal employment opportunity as in effect on September 1, 1992 (47 C.F.R. 73.2080) as such regulations apply to television broadcast station licensees and permittees; or

(2) the forms used by such licensees and permittees to report pertinent employment data to the Commission.

(b) Midterm review

The Commission shall revise the regulations described in subsection (a) to require a midterm review of television broadcast station licensees’ employment practices and to require the Commission to inform such licensees of necessary improvements in recruitment practices identified as a consequence of such review.

(c) Authority to make technical revisions

The Commission may revise the regulations described in subsection (a) to make nonsubstantive technical or clerical revisions in such regulations as necessary to reflect changes in technology, terminology, or Commission organization.

(June 19, 1934, ch. 652, title III, §334, as added Pub. L. 102-385, §22(f), Oct. 5, 1992, 106 Stat. 1499.)

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE

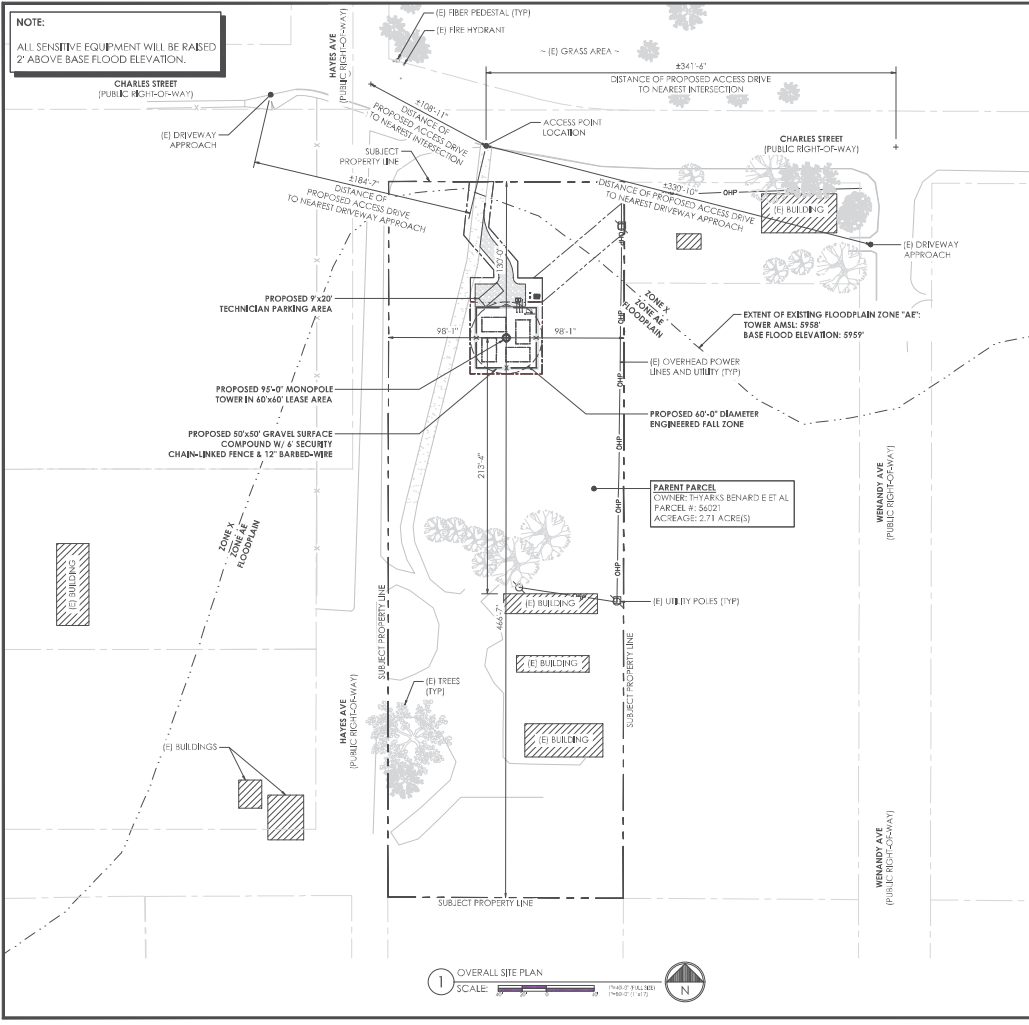
Section effective 60 days after Oct. 5, 1992, see section 28 of Pub. L. 102-385, set out as an Effective Date of 1992 Amendment note under section 325 of this title.

§ 335. Direct broadcast satellite service obligations

(a) Proceeding required to review DBS responsibilities

The Commission shall, within 180 days after October 5, 1992, initiate a rulemaking proceeding to impose, on providers of direct broadcast satellite service, public interest or other requirements for providing video programming. Any regulations prescribed pursuant to such rulemaking shall, at a minimum, apply the access to broadcast time requirement of section 312(a)(7) of this title and the use of facilities requirements of section 315 of this title to providers of direct broadcast satellite service providing video programming. Such proceeding also shall examine the opportunities that the establishment of direct broadcast satellite service provides for the principle of localism under this chapter, and the methods by which such principle may be served through technological and other developments in, or regulation of, such service.

NOTE:
ALL SENSITIVE EQUIPMENT WILL BE RAISED 2' ABOVE BASE FLOOD ELEVATION.



GENERAL NOTES

1. SITE PLAN SHOWN WAS REPRODUCED FROM INFORMATION PROVIDED BY CHEYENNE COUNTY GIS & ONLINE MAPPING SOFTWARE. CONTRACTOR TO VERIFY ALL EXISTING INFORMATION IS INDICATED ON SITE PLAN. CONTRACTOR IS TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES.
2. EXISTING CONDITIONS INDICATED & SHOWN ON SITE PLAN WERE PROVIDED BY COUNTY GIS & SURVEY PROVIDED BY THIRD PARTY VENDOR. PMA DOES NOT GUARANTEE, OR ENSURE THE PRECISION, ACCURACY OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR.
3. ALL CONSTRUCTION ACTIVITY MUST BE IN ACCORDANCE WITH THE ACCEPTED POLICIES BY WY STATE CODE.
4. PROPOSED ROUTES ARE SCHEMATIC IN NATURE.
5. THIS SITE IS NOT IN A SPECIAL FLOOD HAZARD AREA OR FUTURE CONDITIONS FLOOD HAZARD AREA, AS SHOWN ON FRM PANEL(S): 56022 C1113F EFFECTIVE DATE(S): 01/17/2007
6. WETLANDS DO NOT EXIST ON-SITE. CONSTRUCTION AREA DOES NOT FALL WITHIN NATIONAL SURVEY DELINEATION.
7. UTILITY COORDINATION HAS NOT BEEN COMPLETED FOR THIS SITE. COORDINATE WITH N/A TO FINALIZE POWER DESIGN.



SITE NAME:
CAPITOL CITY STORAGE
41.148563°,-104.741665°

SITE NUMBER:
US961522

ADDRESS:
3405 HAYES AVE.
CHEYENNE, WY 82007

SITE TYPE:
95'-0" MONOPOLE TOWER
@ 5958' AMSL

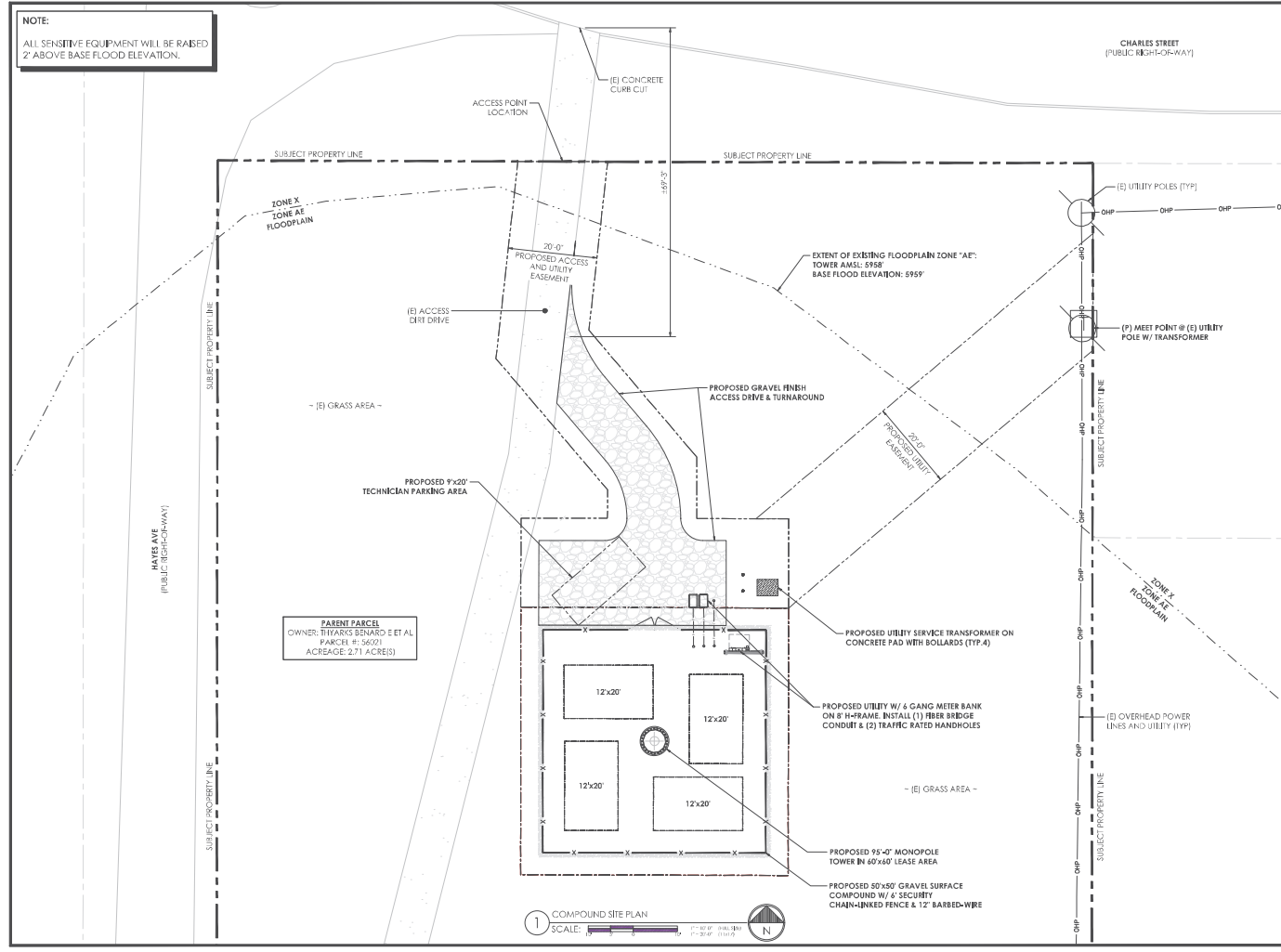
REV	DATE	BY	DESCRIPTION	CHK'D BY
0	05/07/2024	JMP	ISSUED FOR PERMITTING	MD
1	05/24/2024	A	REVISIONS	ELK
2	05/29/2024	ELK	REVISIONS	ELK
3	06/18/2024	ELK	REMOVED TOWER HEIGHT	ELK

P.M.A. HAS A REVENUE LAW FIRM ON FILE.
UNLESS WE ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER
OR A LICENSED PROFESSIONAL ARCHITECT,
WE ARE NOT A PROFESSIONAL SOCIETY.

PMA PROJECT #: 25EPQWYN-0001

SHEET NUMBER:
C-1

NOTE:
ALL SENSITIVE EQUIPMENT WILL BE RAISED
2' ABOVE BASE FLOOD ELEVATION.



PARENT PARCEL
OWNER: TIFARIS BENARD E ET AL
PARCEL #: 06501
ACREAGE: 2.71 ACRE(S)



SITE NAME:
CAPITOL CITY STORAGE
41.148563°, -104.741665°

SITE NUMBER:
US961522

ADDRESS:
3405 HAYES AVE.
CHEYENNE, WY 82007

SITE TYPE:
95'-0" MONOPOLE TOWER
@ 5958' AMSL

REV	DATE	BY	DESCRIPTION	DESIGN
0	05/07/2024	JMP	PRELIMINARY DESIGN	MD
1	05/24/2024	A	REVISIONS	ED
2	05/29/2024	ED	REVISIONS	ED
3	06/18/2024	ED	REVISED TOWER HEIGHT	ED

I, JAMES MARSHALL, ENGINEER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF PENNSYLVANIA AND THAT I AM THE DESIGNER OF THIS PROJECT.

PMA PROJECT #: 2SEFPQWYN-0001

SHEET NUMBER:
C-2



SITE NAME:
CAPITOL CITY STORAGE
41.148563°, -104.741665°

SITE NUMBER:
US961522

ADDRESS:
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CHEYENNE, WY 82007

SITE TYPE:
95'-0" MONOPOLE TOWER
@ 5958' AMSL

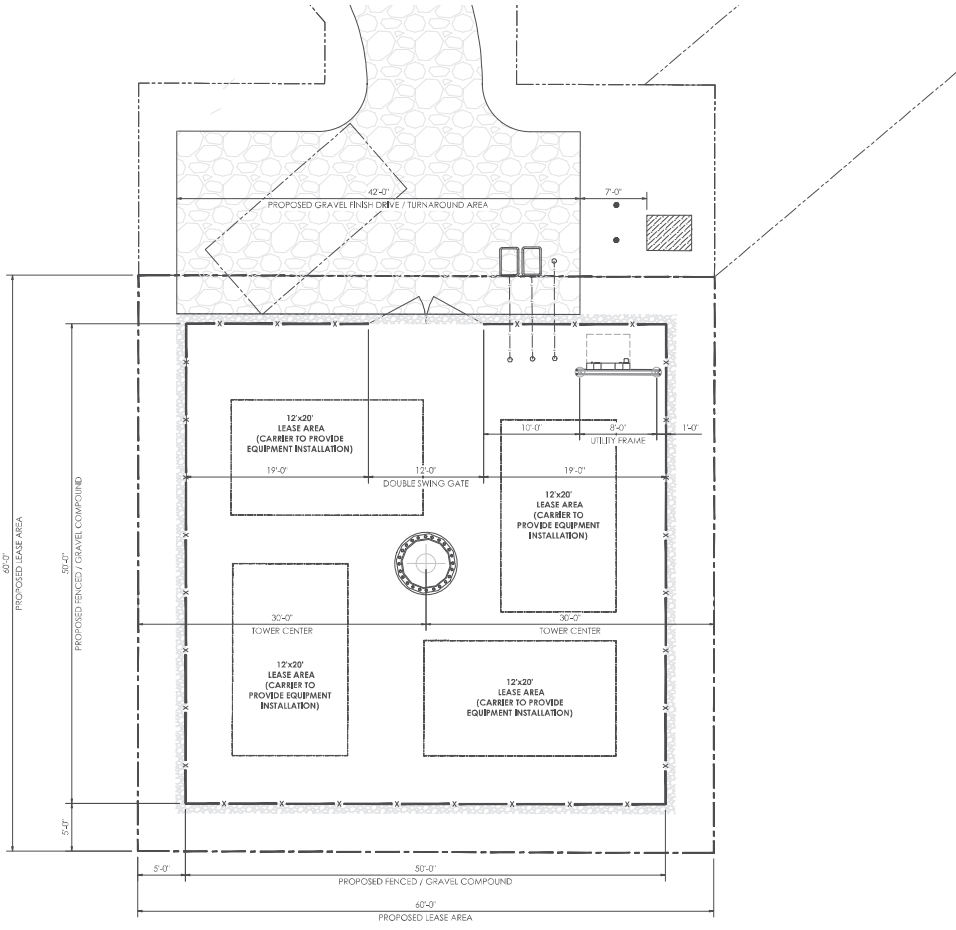
REV	DATE	BY	DESCRIP-TION	CHK'D BY
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1	05/24/2024	A	REVISIONS	EL
2	05/29/2024	EL	REVISIONS	EL
3	06/18/2024	EL	REMOVED TOWER HEIGHT	EL

IT IS THE USER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE USER AGREES TO HOLD THE ENGINEER HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS DOCUMENT.

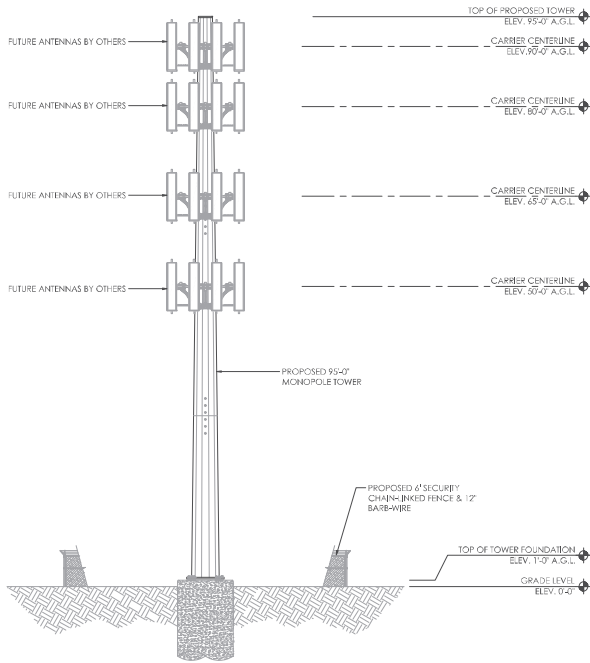
PMA PROJECT #: 25EPQWYN-0001

SHEET NUMBER:

C-3



1 COMPOUND SITE PLAN
SCALE: 1" = 20'-0"



1 TOWER ELEVATION
SCALE: 1" = 10'-0" (VERTICAL)
1" = 10'-0" (HORIZONTAL)

GENERAL NOTES

- REFER TO TOWER STRUCTURAL ANALYSIS FOR PROPOSED ANTENNA CABLE LOADING DETAILS.
- TOWER ELEVATION SHOWN IS NOT DRAWN TO SCALE AND IS ONLY INTENDED FOR REFERENCE PURPOSES. REFER TO ORIGINAL TOWER DESIGN FOR ADDITIONAL INFORMATION.
- ALL TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED.
- ALL HARDWARE ASSEMBLE MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
- ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND OF QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.

FINISH NOTES:

- TOWER-GALVANIZED
- TOWER MOUNTS-GALVANIZED
- ANTENNA- NEUTRAL (MANUFACTURER FINISH)
- FOUNDATIONS- UNPAINTED
- ICE BRIDGE- GALVANIZED
- CABLES- BLACK
- BASE CABINETS/EQUIPMENT- NEUTRAL (MANUFACTURER FINISH)

TOWER NOTES

- ANY AND ALL TOWER MOUNTED EQUIPMENT MUST NOT TRAP OR INTERFERE WITH SAFETY CLIMB
- PROPOSED LOADING TO BE CONFIRMED AND INSTALLED PER CARRIER COORDINATION.
- PROPOSED TOWER SHALL BE ENGINEERED TO FALL WITHIN THE LIMITS OF THE PROPOSED FENCED COMPOUND.
- THE TOWER AND TOWER FOUNDATION SHALL BE DESIGNED & CONSTRUCTED TO WITHSTAND A 100-YEAR FLOOD.



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REV	DATE	BY	DESCRIPTION	CHKD
0	05/07/2024	JMP	ISSUED FOR PERMITTING	MD
1	05/24/2024	A	REVISIONS	EL
2	05/29/2024	EL	REVISIONS	EL
3	06/18/2024	EL	REVISED TOWER HEIGHT	EL

P.E.A. HAS A RESEARCH LAWYER ON STAFF. UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, DO NOT CALL THE SOCIETY.

PMA PROJECT #: 25EPQWYN-0001

SHEET NUMBER:

C-4

Permit Notes

Permit Number: PZ-26-00027

Parcel Number: 14662640100200

Submitted: 03/20/2026

Applicant: Fontaine, Renee
Owner: THYARKS, BENARD E ET AL
Project Description: Wireless tower facility

Site Address: 3405 HAYES AVE
 Cheyenne, WY 82001

Technically Complete: 03/20/2026
Approved:
Issued:

<u>Begin Date</u>	<u>End Date</u>	<u>Permit Area</u>	<u>Subject</u>	<u>Note Type</u>	<u>Note Text</u>	<u>Created By</u>
03/23/2026		Workflow	ENGINEERS REVIEW	GENERAL	1.Additional comments may be made when the Site Plan application is submitted to the County for review. 2.The site is within the County, but adjacent roadways have been annexed into the City. Therefore, access will need to be coordinated and approved by the City. 3.The access road shall be a minimum of 20' wide to allow for emergency vehicle access and it requires 6" of road base material. 4.A floodplain development permit shall be submitted, reviewed and approved by the County,	SCOTT.LARSON@LARAMIECOUNTY.WY.GOV
03/23/2026		Workflow	GIS REVIEW	GENERAL	Are there any concerns about the proximity of the access location to this project and the intersection of Hayes AVE and Charles ST? Site already has 3 residential addresses. No separate address for this project is anticipated.	CAMBIA.MCCOLLOM@LARAMIECOUNTY.WY.GOV

RESOLUTION # _____

**A RESOLUTION FOR A CLASS B CONDITIONAL USE PERMIT FOR THE
CAPITAL CITY STORAGE TOWER LOCATED AT
TRACT 6, WENANDY ACRES, LARAMIE COUNTY, WY.**

WHEREAS, Wyoming State Statutes §18-5-201 to 18-5-208; §18-5-301 to 18-5-315 authorize Laramie County, in promoting the public health, safety, morals and general welfare of the county, to regulate the use of land through zoning in unincorporated Laramie County; and

WHEREAS, the Laramie County Board of Commissioners have adopted the 2025 Laramie County Land Use Regulations; and

WHEREAS, this application meets the criteria for a Class B Conditional Use Permit pursuant to section 2-3-102(d)(ii) of the 2025 Laramie County Land Use Regulations; and

WHEREAS, this application meets the criteria for wireless communication towers pursuant to section 3-1-113(c-d) of the 2025 Laramie County Land Use Regulations.

NOW THEREFORE BE IT RESOLVED BY THE LARAMIE COUNTY PLANNING COMMISSION, as follows:

The Laramie County Planning Commission finds that:

- a. This application meets the criteria for a Class B Conditional Use Permit pursuant to section 2-3-102(d)(ii) of the 2025 Laramie County Land Use Regulations.
- b. This application meets the criteria for Wireless Communication Towers pursuant to section 3-1-113(c-d) of the 2025 Laramie County Land Use Regulations.
 - i. The setback for the tower to all property lines shall be the height of the tower. There shall be no administrative adjustment or variance allowed for this requirement.
 - ii. There shall be no less than a six (6) foot fence enclosing the site.
 - iii. Disguising the tower is encouraged.
 - iv. Shall adhere to the requirements of the Airport Overlay District.
 - v. Shall meet all FFA guidance for safety markings and lighting.
 - vi. A building permit is required. The Board of County Commissioners, when considering an application for a site plan of a communication tower or other wireless facility service may not consider the environmental effects of radio frequency emissions as a basis for denial. Furthermore, the Board of County Commissioners may deny a site plan for a telecommunication tower or other wireless facility service only if the denial is in writing and supported by substantial evidence contained in the written record. See 47 U.S. Code 332.
 - vii. The addition of antennas on an existing tower, or maintenance/equipment change out on the tower site shall not require a site plan if the tower height is not increased.
- c. This application is in conformance with section 2-4-104 of the 2025 LCLUR governing the LU – Land Use Zone District.

PRESENTED, READ, AND ADOPTED, this _____ day of _____, 2026.

LARAMIE COUNTY PLANNING COMMISSION

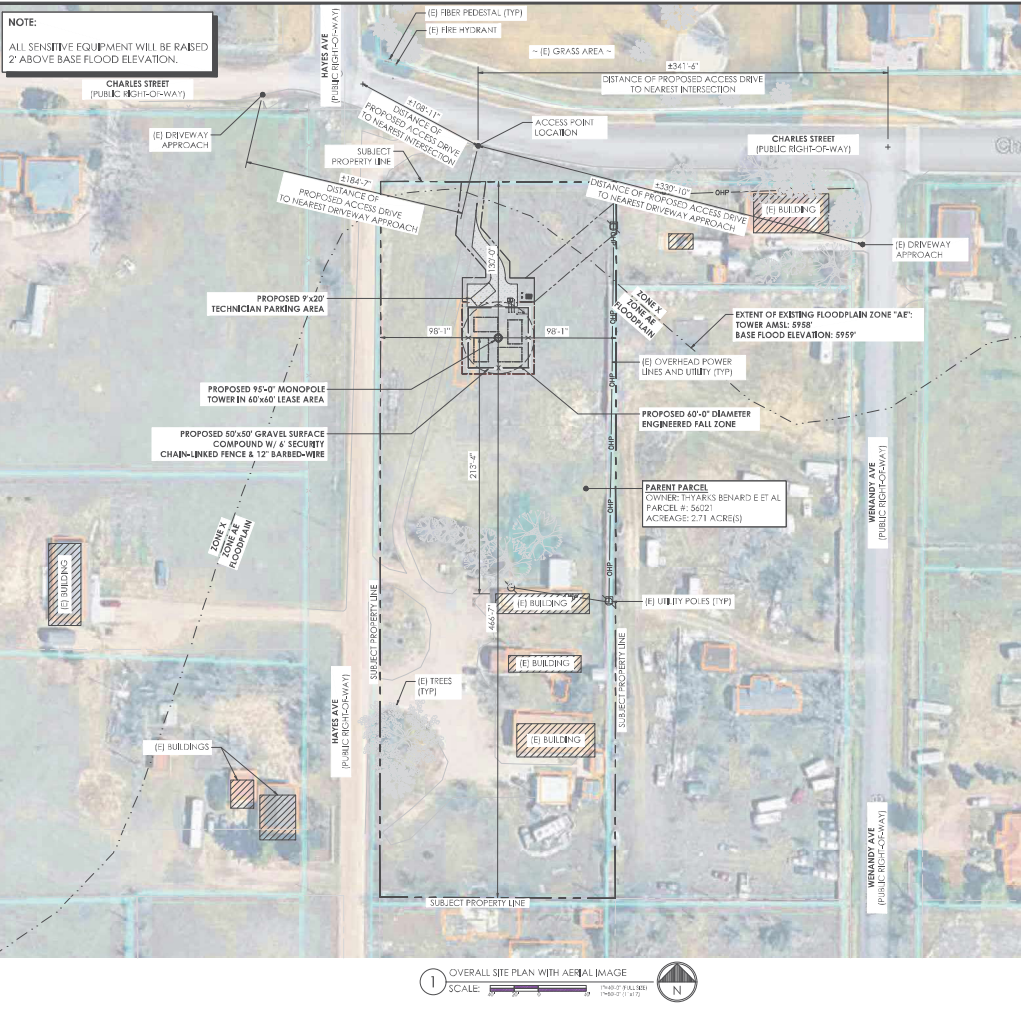
Jason Caughey, Chairman

ATTEST:

Cate Cundall, Planning Commission Clerk

Resolution reviewed and approved as to form:

Laramie County Attorney's Office



NOTE:
ALL SENSITIVE EQUIPMENT WILL BE RAISED 2' ABOVE BASE FLOOD ELEVATION.

GENERAL NOTES

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3. ALL CONSTRUCTION ACTIVITY MUST BE IN ACCORDANCE WITH THE ACCEPTED POLICIES BY WY STATE CODE.
4. PROPOSED ROUTES ARE SCHEMATIC IN NATURE.
5. THIS SITE IS NOT IN A SPECIAL FLOOD HAZARD AREA OR FUTURE CONDITIONS FLOOD HAZARD AREA, AS SHOWN ON FRM PANEL(S): 56022(C)1113F EFFECTIVE DATE(S): 01/17/2007
6. WETLANDS DO NOT EXIST ON-SITE. CONSTRUCTION AREA DOES NOT FALL WITHIN NATIONAL SURVEY DELINEATION.
7. UTILITY COORDINATION HAS NOT BEEN COMPLETED FOR THIS SITE. COORDINATE WITH N/A TO FINALIZE POWER DESIGN.



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41.148563°, -104.741665°

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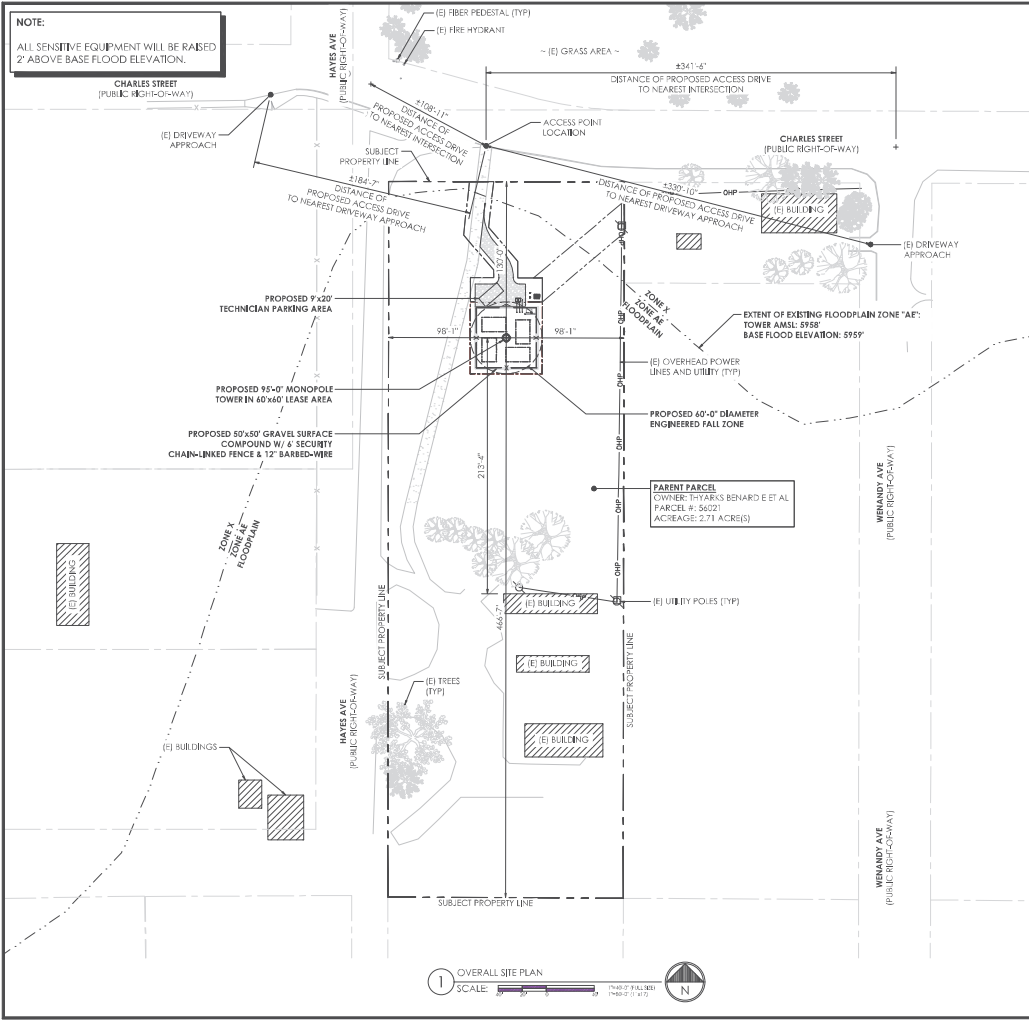
SITE TYPE:
95'-0" MONOPOLE TOWER
@ 5958' AMSL

REV	DATE	BY	DESC OF CHG.	CHK'D BY
0	05/17/2024	JMP	ISSUED FOR PERMITTING	MP
1	05/24/2024	A	REVISIONS	EL
2	05/29/2024	EL	REVISIONS	EL
3	06/18/2024	EL	REVISIONS TO POWER DESIGN	EL

PMA PROJECT #: 25EPQWYN-0001

SHEET NUMBER:
C-0

NOTE:
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0	05/07/2024	JMP	ISSUED FOR PERMITTING	MD
1	05/24/2024	A	REVISIONS	EL
2	05/29/2024	EL	REVISIONS	EL
3	06/18/2024	EL	REVISED TOWER HEIGHT	EL

P.M.A. HAS A REVENUE LAW FIRM ON FILE.
UNLESS WE ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
WE ARE NOT A PROFESSIONAL ENGINEER.

PMA PROJECT #: 25EPQWYN-0001

SHEET NUMBER:
C-1