



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 Horse Creek Rustic Tower, located in a portion of Section 10, Township 15 North, Range 69 West, Laramie County, WY.

EXECUTIVE SUMMARY

Bridger Tower Company, on behalf of the Bryan Mac Chesney Trust and Verizon Wireless, has submitted a Class B Conditional Use Permit application for approval of a new Wireless Telecommunications Facility at 1942 Horse Creek Road, Cheyenne, WY. The facility consists of a 199' self-supporting tower and equipment in an enclosed area.

BACKGROUND

The subject property is located in the Land Use (LU) zone district. The parcel is currently assessed as residential improved land with outbuildings. The surrounding area is zoned Land Use and consists of a mixture of residences and pasture. The tower is designed to accommodate several wireless carriers.

This new facility will satisfy coverage objectives by the carrier for this area of Laramie County. The closest wireless facility is a shorter Union Telephone tower that does not provide sufficient height needed to provide coverage on the highway and the homes in the area.

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.

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 230 foot setback 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.

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 Ag and Range Land (AGR). Primary uses are agricultural and residential. This parcel lies outside the PlanCheyenne area.

Agency review comments have been addressed. WY Game and Fish comments were received regarding their suggestions on mitigating disruptions to wildlife.

Public notice was provided, and one public comment was received.

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 Horse Creek Rustic Tower with no conditions.

PROPOSED MOTION

I move to approve the Class B Conditional Use Permit for the Horse Creek Rustic 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: Communication Site Option and Lease Agreement
- Attachment 5: Transportation Assessment Worksheet
- Attachment 6: Coverage Map
- 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



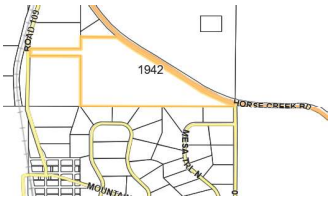
**Horse Creek Rustic
Wireless Tower**

**1942 Horse Creek
Cheyenne, Wyoming**

PZ-26-00022

**Land Use
Zone District**

**Laramie County
Fire Authority**





February 18, 2026

Laramie County, Wyoming
Planning and Development Department
309 West 20th Street
Cheyenne, Wy 82001

RE: Bridger Tower Corporation/ Verizon Wireless, Applicant
MAC CHESNEY, BRYAN TRWebb, Owners
For a Conditional Use Permit for a Wireless telecommunications facility
1942 Horse Creek Road (RUSTIC)

As a community company, Bridger Tower Company and Verizon Wireless (APPLICANTS) are serious about serving the growing demands of the Laramie County area. For this very reason, Bridger Tower Company and Verizon Wireless are requesting a Conditional Use Permit Approval for a new Wireless Telecommunications Facility (WCF) location at the above referenced location. This WCF would install Verizon on the top of the tower and would encourage the co-location of future carriers and companies. All resources have been exhausted in finding existing WCF's that would satisfy coverage objectives by the carrier. The carrier would provide service to heavily traveled Highway 211/Horse Creek corridor as well as the numerous homes and homesteads in the area.

There are no existing wireless facilities in the immediate that would meet the coverage objective. The closest wireless facility is a shorter Union Telephone tower that does not provide sufficient height needed to provide coverage on the highway and the homes in the area. Coverage is minimal to none in this area of Laramie Count. The site location was selected because of its central location to this area of weakest signal strength of current telephone and data reception. The proposed wireless facility on this ridge will cover a tremendous area and provide safety and security to residents and travelers in this area.

The proposed tower site would be designed and engineered to hold multiple carriers. Co-location is encouraged, and this proposed facility would be complaint with that request. Due to the location and the sensitive nature of the community response, Bridger Tower Company has decided to try and minimize the WCF as much as possible with a self supporting design.

To summarize this application, Bridger Tower Company and Verizon Wireless are requesting the Laramie County County Planning and Development Development to issue a Conditional Use Permit approval for the installation of a new Wireless Telecommunications Facility. This WCF will also be available to future carriers to install their equipment.



Thank you for your consideration of this proposal and I hope that the foregoing and enclosures are adequate to provide an evaluation of our proposed project. Should you have any questions or clarification of documentation, please do not hesitate to contact me. I would be happy to provide you with any further assistance.

Sincerely,

Jason Evans

Jason Evans

Project Manager

Landlord:
Bryan Mac Chesney
1942 Horse Creek Road
Cheyenne, WY 82009

Tenant:
Bridger Tower Corporation
1951 E 400 Road
Lecompton, KS 66050
Site #
Site Name: Horse Creek

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "**Agreement**") is made this 19TH day of January, 2026 (the "**Effective Date**") by and between Bryan MacChesney, ("**Landlord**"), whose address is 1942 Horse Creek Road, Cheyenne WY 82009 and **Bridger Tower Corporation**, a Wyoming corporation ("**Tenant**"), whose address is 1951 E 400 Road Lecompton, KS 66050.

WHEREAS, Landlord owns certain real property located in the County of Laramie, in the State or Commonwealth of Wyoming, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the "**Property**"); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 80' x 80' (approximately 6400 square feet) and to obtain easements for landscape buffer, utilities and access, as applicable (collectively, the "**Premises**"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

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

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the "**Option**") during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant's permitted use under this Agreement, all at Tenant's expense. Tenant shall be authorized to apply for the Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of _____ within thirty (30) days of the full execution of this Agreement. The Option Period will be for an initial term of two (2) years from the Effective Date (the "**Option Period**").

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate, and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. **TERM.**

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, of Tenant's intent not to renew. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

3. **RENT.** Beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("**Rent Commencement Date**"), Tenant shall pay to Landlord an monthly rent payment of _____ ("**Rent**") at the address set forth in Section 29 below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date. Beginning on the first (1st) one year anniversary of the Commencement Date, and each subsequent one-year anniversary, the rent shall increase by _____ from the previous year.

4. **TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if

Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. USE. The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment (collectively, the “**Communications Facilities**”), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises.

6. ACCESS AND UTILITIES. During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant’s safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant’s request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant’s request, and Landlord shall obtain the consent and joinder of Landlord’s mortgagee to any such grant, if applicable.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within ninety (90) days after the expiration or earlier termination of this Agreement (the “**Removal Period**”), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may transfer or assign this Agreement to Tenant's lender, principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord's consent (a "Permitted Assignment"). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant's prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been no release of or contamination by hazardous materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any

portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and subcontractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communications facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic

opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; (b) given Landlord's direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant's rights to acquire the ROFR Property; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third-Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including, without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION; CASUALTY.

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may, upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured

by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement, or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in this Agreement and/or leasehold interest in the Premises to Lender, Tenant or Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or Lender, together with the name and address of Lender if it is different from the information set forth in Section 29 hereof. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Section 25 and Section 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Section 25 and Section 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other addresses that a party below may provide from time to time:

If to Landlord:
Bryan Mac Chesney
1942 Horse Creek Road
Cheyenne WY 82009

If to Tenant:
Bridger Tower Corporation
1951 E 400 Road
Lecompton, KS 66050

If to Lender:

With a copy to: General Counsel

30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord's or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto. In addition,

Tenant's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option to Lease or Memorandum of Lease.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

LANDLORD:

Bryan Mc Chesney

By: [Signature]
Name: Bryan A Mac Chesney
Title: Owner
Date: Jan 26, 2026

STATE OF Wyoming

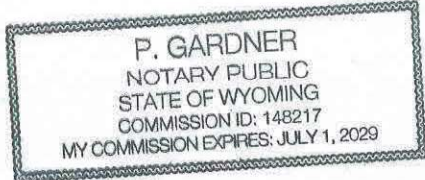
COUNTY OF Laramie

The foregoing instrument was acknowledged before me this 26 day of January, 202~~5~~⁶, by Bryan Mac Chesney (name), Landlord/owner (title) of 1942 Horse Creek, a Private Property, on behalf of the Owner, who is personally known to me.

[Signature]
Notary Public

Printed Name: P Gardner

My Commission Expires: July 1, 2029



[Tenant signature page to Option and Lease Agreement]

TENANT:

Bridger Tower Corporation
a Wyoming Corporation

By: [Signature]
Name: Derek Bye
Title: President
Date: 2-2-2026

STATE OF KANSAS

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 2nd day of February, 2026, by Derek Bye (name), President (title) of Bridger Tower Corporation, a Wyoming corporation, on behalf of the company, who is personally known to me.

[Signature]
Notary Public

Printed Name: Sean Andrew Kirby

My Commission Expires: 12/31/2028



EXHIBIT 1

Legal Description of the Property (Parent Parcel)
(may be updated by Tenant upon receipt of final legal description from title)

A POR OF SW1/4 SW1/4, A POR OF E1/2 W1/2 AND A POR OF THE SE1/4 SEC 10

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)

Final site plan to be included





February 18, 2026

Laramie County, Wyoming
Planning and Development Department
309 West 20th Street
Cheyenne, Wy 82001

RE: Bridger Tower Corporation/ Verizon Wireless, Applicant
MAC CHESNEY, BRYAN TRWebb, Owners
TRANSPORTATION ASSESSMENT WORKSHEET
1942 Horse Creek Road (RUSTIC)

Per the Transport Assessment Worksheet, the proposed wireless telecommunications facility does not meet any of the current Land use Codes as detailed by the ITE standards. The current single-family residence does meet the criteria of Item 215, Single Family Housing.

The proposed wireless facility is an unmanned tower site and does not require any employees or personnel to be on site. The most active time for the proposed facility is during the initial construction, which will be two daily trips for a total of 45 days. Once the site is built and operational, additional daily trips are not required.

If you have any additional questions, or need any further documentation, please let me know.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jason Evans".

Jason Evans

Verizon Wireless
Real Estate Project Manager

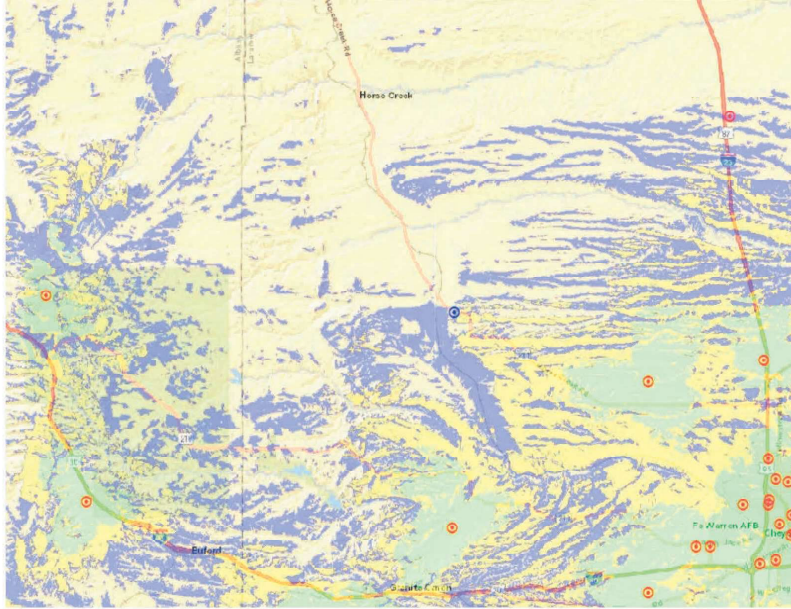
WY4 Laramie County

WY4 Rustic

January 2026

verizon✓

4G LTE Coverage Map – Without WY4 Rustic



Green = good outdoor, indoor service dependent on building structure and size

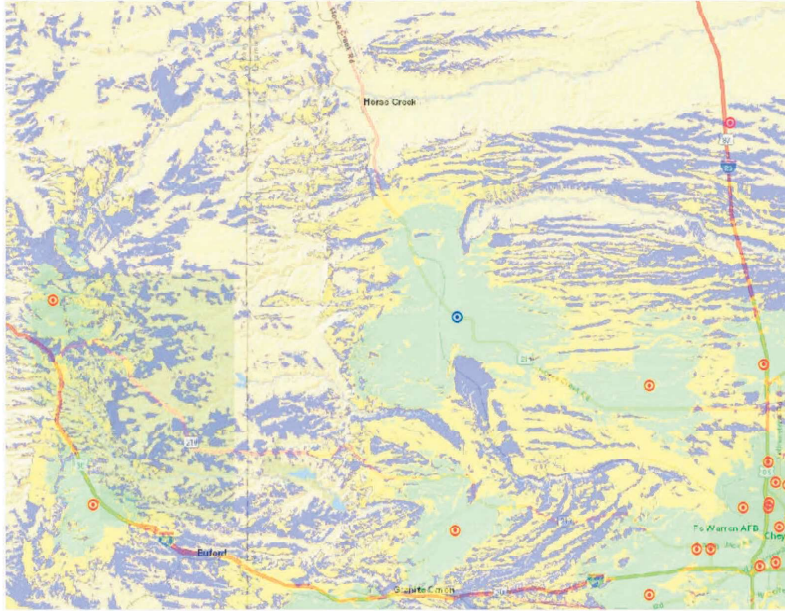
Yellow = good outdoor, indoor service dependent on building structure and size, likely mediocre

Purple = poor outdoor, poor indoor service

White = no service (mostly indoor locations)



4G LTE Coverage Map – With WY4 Rustic



Green = good outdoor, indoor service dependent on building structure and size

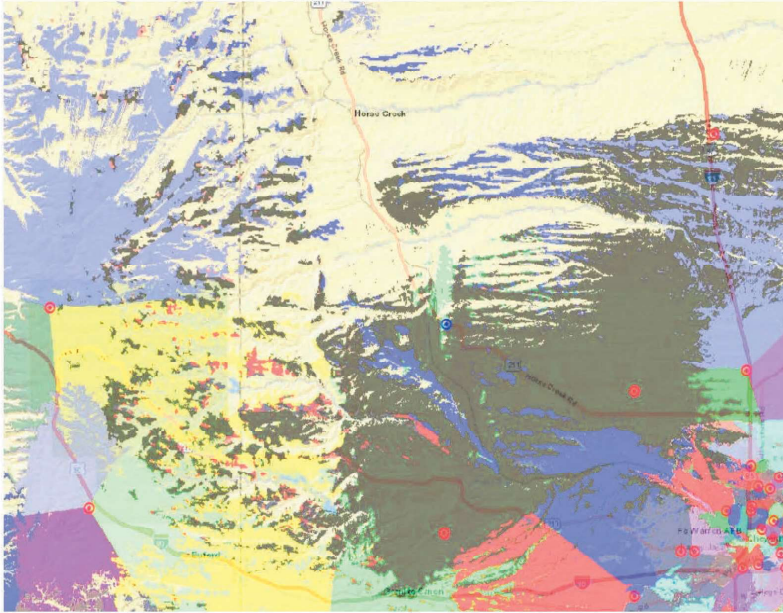
Yellow = good outdoor, indoor service dependent on building structure and size, likely mediocre

Purple = poor outdoor, poor indoor service

White = no service (mostly indoor locations)



4G LTE Capacity Map – Without WY4 Rustic

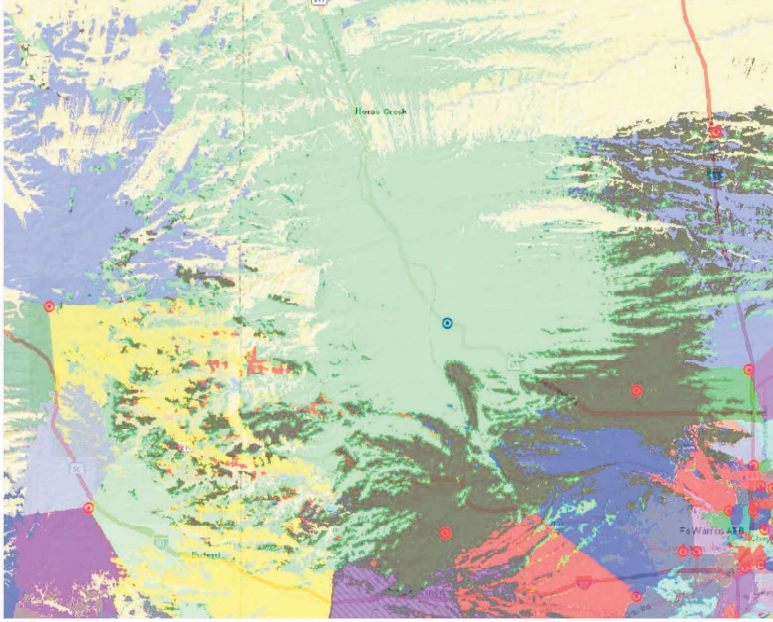


Existing service areas of all on air sites around the new site WY4 Rustic.



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

4G LTE Capacity Map – With WY4 Rustic



Green area will be the new service area from WY4 Rustic. This will be the area that will offload the surrounding sites.

verizon^v

(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.

GENERAL NOTES:


- ALL REFERENCES TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED BRIDGER CELL ASSETS, OR ITS DESIGNATED REPRESENTATIVE.
- ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF WYOMING.
- STRUCTURE IS DESIGNED IN ACCORDANCE WITH ANSI/TIA/EIA-222-H, 2017. THIS CONFORMS TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, 2024 EDITION.
- WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2024 EDITION.
- UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
- ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS, OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
- ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
- 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. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
- ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
- BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR. CONTRACTOR SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
- ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
- 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
- THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE. THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PRODFOLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFTER MATERIAL SHALL BE REWORKED OR REPAIRED.
- THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
- ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
- ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

STRUCTURAL STEEL NOTES:

- THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS AND MANUAL OF STEEL CONSTRUCTION, 14TH EDITION.
- UNLESS OTHERWISE NOTED, ALL STRUCTURAL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
 - STRUCTURAL STEEL, ASTM DESIGNATION A36 OR A992 GR50.
 - ALL BOLTS, ASTM A325 TYPE 1 GALVANIZED HIGH STRENGTH BOLTS.
 - ALL NUTS, ASTM A563 CARBON AND ALLOY STEEL NUTS.
 - ALL WASHERS, ASTM F436 HARDENED STEEL WASHERS.
- ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH AISC SPECIFICATIONS AND MANUAL OF STEEL CONSTRUCTION, 14TH EDITION.
- HOLES SHALL NOT BE FLAME CUT THRU STEEL UNLESS APPROVED BY THE ENGINEER.
- HOT-DIP GALVANIZE ALL ITEMS UNLESS OTHERWISE NOTED. AFTER FABRICATION WHERE PRACTICABLE. GALVANIZING: ASTM A123, ASTM A153/A153M OR ASTM A653/A653M, G90, AS APPLICABLE.
- REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED, WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLIC IN STICK OR PASTED, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
- A NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL PROPOSED AND/OR REPLACED BOLTS.
- ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH TO EXCLUDE THE THREADS FROM THE SHEAR PLANE.
- ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED.
- ALL ASSEMBLY BOLTS ARE TO BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN SECTION 8.1 OF THE AISC, "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS", DATED JUNE 30, 2004.
- FLAT WASHERS ARE TO BE INSTALLED WITH BOLTS OVER SLOTTED HOLES.
- DO NOT OVER TORQUE ASSEMBLY BOLTS. GALVANIZING ON BOLTS, NUTS, AND STEEL PARTS MAY ACT AS A LUBRICANT, THUS OVER TIGHTENING MAY OCCUR AND MAY CAUSE BOLTS TO CRACK AND SNAP OFF.
- PAL NUTS ARE TO BE INSTALLED AFTER NUTS ARE TIGHT AND WITH EDGE LIP OUT. PAL NUTS ARE NOT REQUIRED WHEN SELF-LOCKING NUTS ARE PROVIDED.
- GALVANIZED ASTM A325 BOLTS SHALL NOT BE REUSED.
- WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN WELDING SOCIETY (AWS) D1.1-2010 STRUCTURAL WELDING CODE - STEEL.


PROJECT INFORMATION:
US-WY-5110
HORSE CREEK
 1942 HORSE CREEK ROAD
 CHEYENNE, WY 82008
 (LARAMIE COUNTY)

PLANS PREPARED FOR:




BRIDGER CELL ASSETS
 1951 EAST 400TH ROAD
 LECOMPTON, KS 66050
 OFFICE: (785) 764-6682

PLANS PREPARED BY:



4570 IVY STREET, SUITE B-100
 DENVER, CO 80216
 OFFICE: (303) 566-8914
 www.tepgroup.net

SEAL:



1	02-24-26	ZONING (55T)
0	02-12-26	ZONING
REV	DATE	ISSUED FOR:

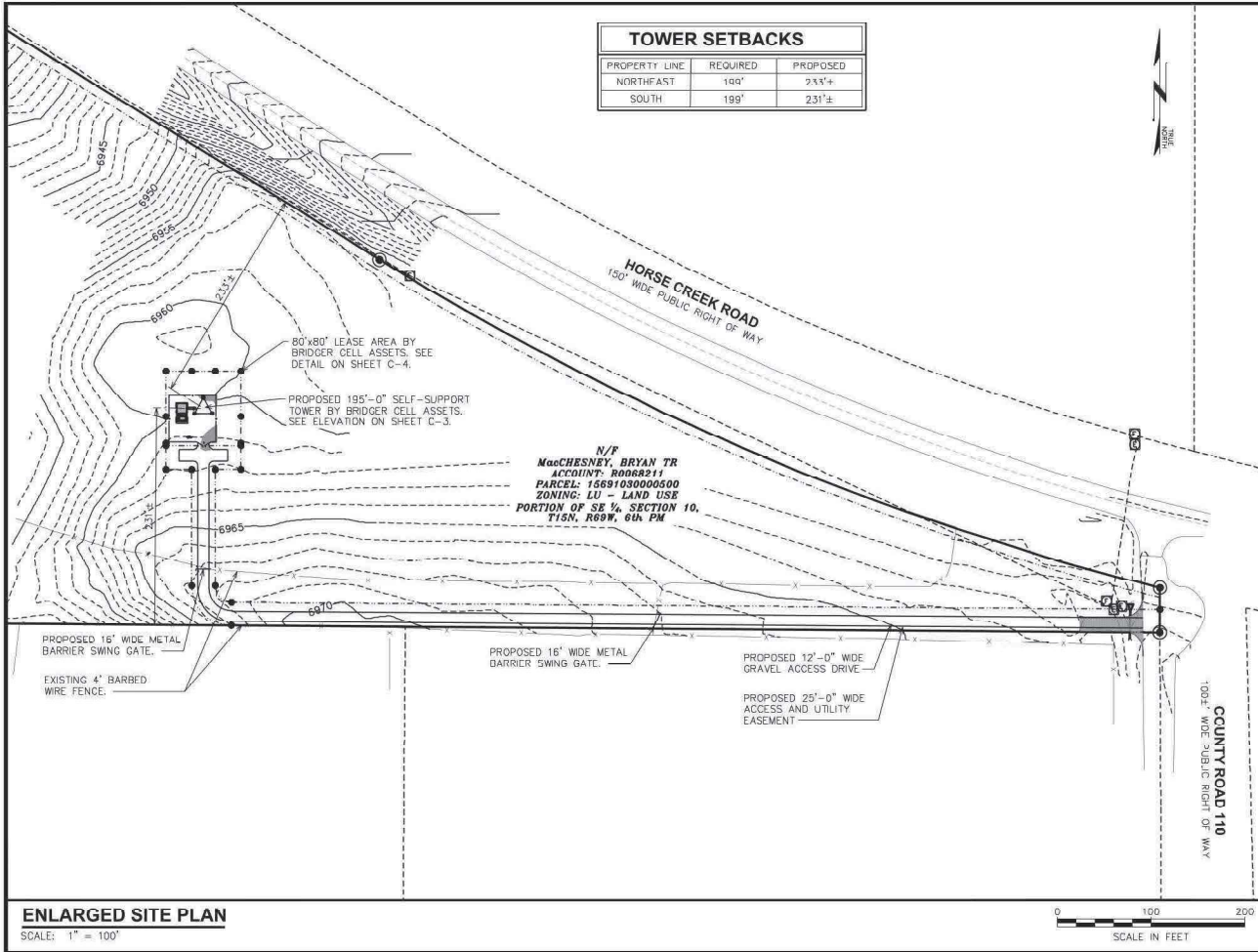
DRAWN BY: AJW | CHECKED BY: KFM

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:	REVISION:
N-1	1
TEP#: 360590.512734	

TOWER SETBACKS		
PROPERTY LINE	REQUIRED	PROPOSED
NORTHEAST	199'	233'+
SOUTH	199'	231'±



60x80' LEASE AREA BY BRIDGER CELL ASSETS. SEE DETAIL ON SHEET C-4.

PROPOSED 195'-0" SELF-SUPPORT TOWER BY BRIDGER CELL ASSETS. SEE ELEVATION ON SHEET C-3.

N/F
 MacCHESNEY, BRYAN TR
 ACCOUNT: R00R0211
 PARCEL: 15891030000500
 ZONING: LU - LAND USE
 PORTION OF SE ¼ SECTION 10,
 T15N, R09W, 00E, PM

PROPOSED 16" WIDE METAL BARRIER SWING GATE.

EXISTING 4" BARBED WIRE FENCE.

PROPOSED 16" WIDE METAL BARRIER SWING GATE.

PROPOSED 12'-0" WIDE GRAVEL ACCESS DRIVE

PROPOSED 25'-0" WIDE ACCESS AND UTILITY EASEMENT

ENLARGED SITE PLAN
 SCALE: 1" = 100'



PROJECT INFORMATION:
US-WY-5110
HORSE CREEK
 1942 HORSE CREEK ROAD
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 (LARAMIE COUNTY)

PLANS PREPARED FOR:

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PLANS PREPARED BY:

4570 IYV STREET, SUITE B-100
 DENVER, CO 80216
 OFFICE: (303) 566-8914
 www.tepgroup.net

SEAL:

REF	DATE	ISSUED FOR:
1	02-24-26	ZONING (SS1)
2	02-12-26	ZONING

DRAWN BY: NMC | CHECKED BY: NMC

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER: **C-2** | REVISION: **1**
 TEP#: 360590.512734

1-A COORDINATES

LATITUDE: N 41° 16' 39.57" (NAD '83)
 LONGITUDE: W 108° 06' 03.85" (NAD '83)
 GROUND ELEVATION: 6,960.0' (NAVD '88)

LEGEND

- PARENT PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- EASEMENT/LEASE CORNER
- ⊕ EXIST. METER
- ⊕ EXIST. TRANSFORMER
- ⊕ EXIST. UTILITY POLE
- ⊕ EXIST. TELCO PEDESTAL
- ⊕ SECTION CORNER
- ⊕ PROPERTY CORNER
- 4650- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- - - OHW - - - OVERHEAD WIRE
- - - BT - - - BURIED TELEPHONE LINE
- - - R/W - - - RIGHT-OF-WAY
- E/P — EDGE OF PAVEMENT
- - - X - - - FENCE
- EXISTING TREE LINE

TOWER SETBACKS

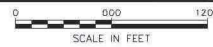
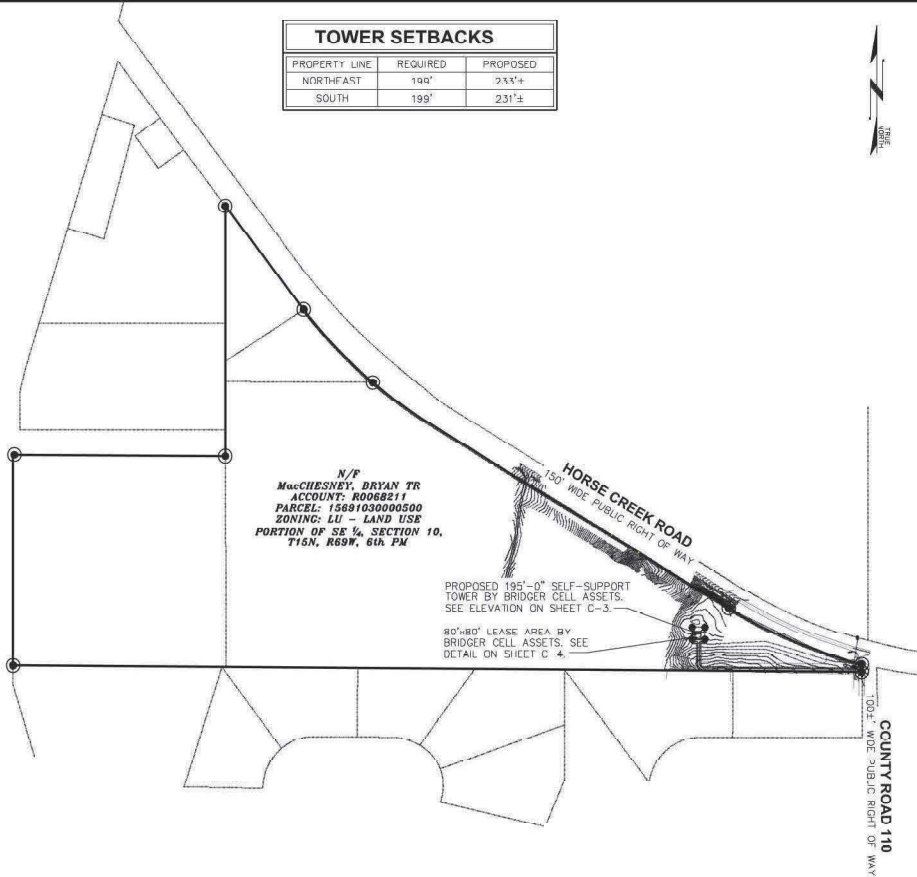
PROPERTY LINE	REQUIRED	PROPOSED
NORTH/FAST	100'	233'+
SOUTH	199'	231'±

NOTES:

1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST 70NF, NORTH AMERICAN DATUM (NAD83).
2. VERTICAL INFORMATION SHOWN IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. SITE IS LOCATED IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, FIRM MAP 56021C0775F DATED JANUARY 17, 2007.

SITE PLAN

SCALE: 1" = 600'



PROJECT INFORMATION:
US-WY-5110
HORSE CREEK
 1942 HORSE CREEK ROAD
 CHEYENNE, WY 82008
 (LARAMIE COUNTY)

PLANS PREPARED FOR:

BRIDGER CELL ASSETS
 1981 EAST 400TH ROAD
 LECOMPTON, KS 66050
 OFFICE: (785) 764-6682

PLANS PREPARED BY:

4570 IYV STREET, SUITE B-100
 DENVER, CO 80216
 OFFICE: (303) 566-8914
 www.tepgroup.net

SEAL:

REV	DATE	ISSUED FOR:
1	02-24-26	ZONING (SS1)
0	02-12-26	ZONING

DRAWN BY: NMC | CHECKED BY: NMC

SHEET TITLE:
SITE PLAN

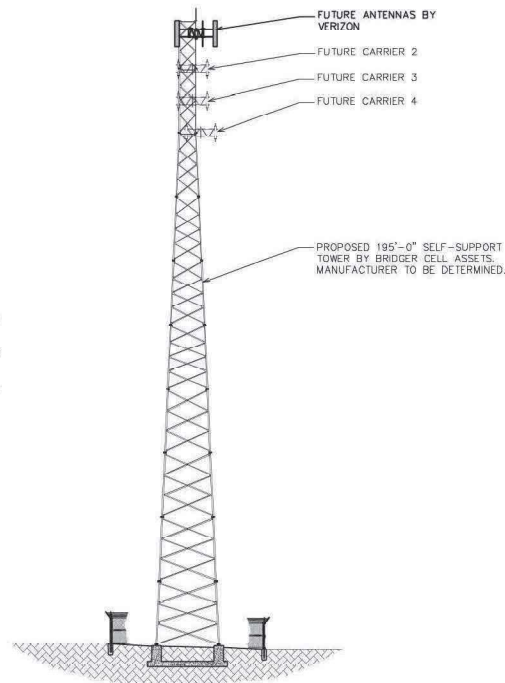
SHEET NUMBER: **C-1** | REVISION: **1**
 TEP#: 360590.512734

- 199'-0"±
T/LIGHTNING ROD
- 195'-0"±
T/TOWER
- 190'-0"±
C/VERIZON ANTENNAS
- 180'-0"±
C/FUTURE CARRIER 2
- 170'-0"±
C/FUTURE CARRIER 3
- 160'-0"±
C/FUTURE CARRIER 4

TOWER NOTES:

1. TOWER TO REMAIN A GALVANIZED COLOR.
2. TOWER SHALL ONLY BE LIT IF REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION.
3. PROPOSED COAX MOUNTED TO WAVEGUIDE LADDER (PROVIDED BY TOWER MANUFACTURER).
4. TOWER TO INCLUDE SAFETY CABLE. DO NOT INCLUDE SAFETY CLIMB MECHANISM.

0'-0" (REFERENCE)
T/CONCRETE



PROJECT INFORMATION:
US-WY-5110
HORSE CREEK
1942 HORSE CREEK ROAD
CHEYENNE, WY 82008
(LARAMIE COUNTY)

PLANS PREPARED FOR:

BRIDGER CELL ASSETS
1951 EAST 400TH ROAD
LECOMPTON, KS 66050
OFFICE: (785) 764-6682

PLANS PREPARED BY:

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DENVER, CO 80216
OFFICE: (303) 566-8914
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SEAL:

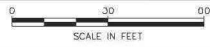
REV	DATE	ISSUED FOR:
1	02-24-26	ZONING (SS1)
0	02-12-26	ZONING

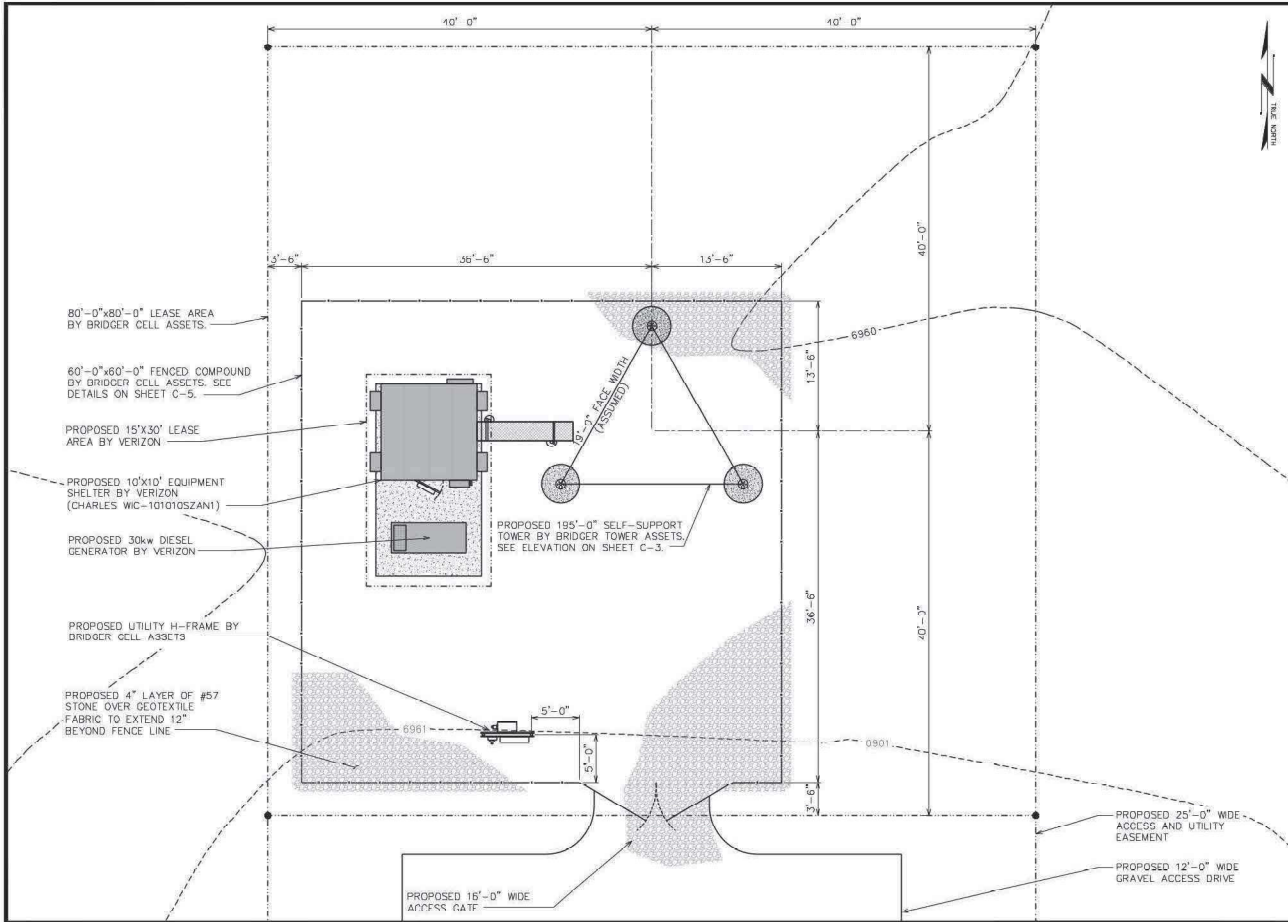
DRAWN BY: _____ CHECKED BY: _____

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER: **C-3** REVISION: **1**
TEP#: 360590.512734

TOWER ELEVATION
SCALE: 1" = 30'






PROJECT INFORMATION:
US-WY-5110
HORSE CREEK
 1942 HORSE CREEK ROAD
 CHEYENNE, WY 82008
 (LARAMIE COUNTY)

PLANS PREPARED FOR:

BRIDGER TOWER
 CORPORATION
 BRIDGER CELL ASSETS
 1981 EAST 400TH ROAD
 LECOMPTON, KS 66050
 OFFICE: (785) 764-6682

PLANS PREPARED BY:

 4570 IYV STREET, SUITE 8-100
 DENVER, CO 80216
 OFFICE: (303) 566-8914
 www.tepgroup.net

SEAL:

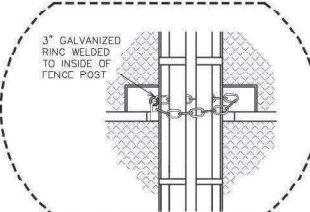
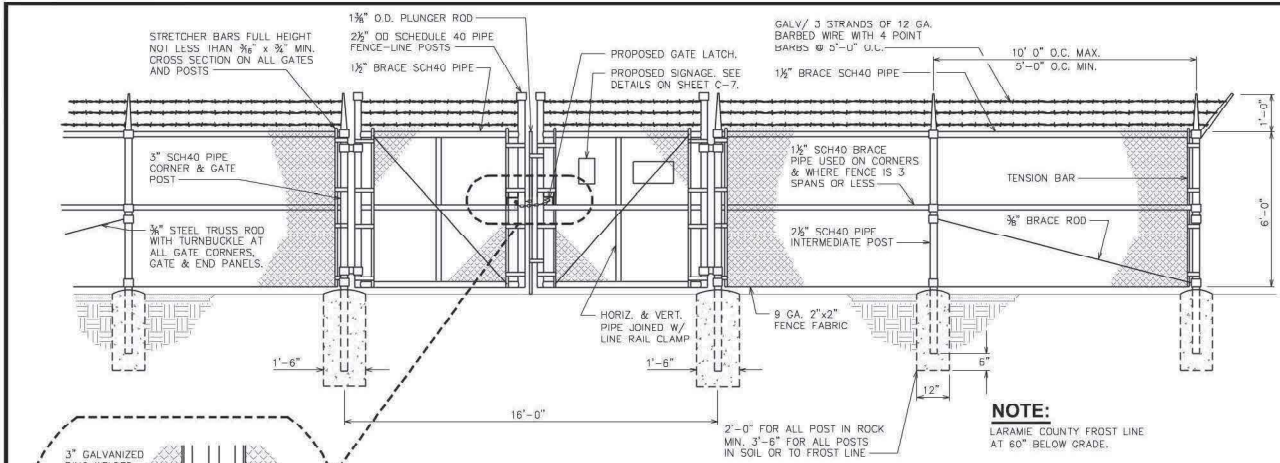

REF	DATE	ISSUED FOR:
1	02-24-26	ZONING (SS1)
2	02-12-26	ZONING
DRAWN BY: N.M.C.		CHECKED BY: N.M.C.

SHEET TITLE:
**COMPOUND
 DETAIL**

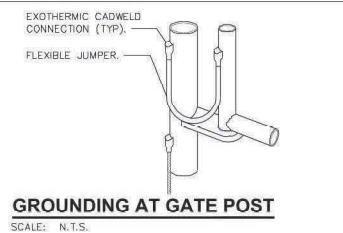
SHEET NUMBER: **C-4** REVISION: **1**
 TEP#: 360590.512734

COMPOUND PLAN
 SCALE: 1" = 10'

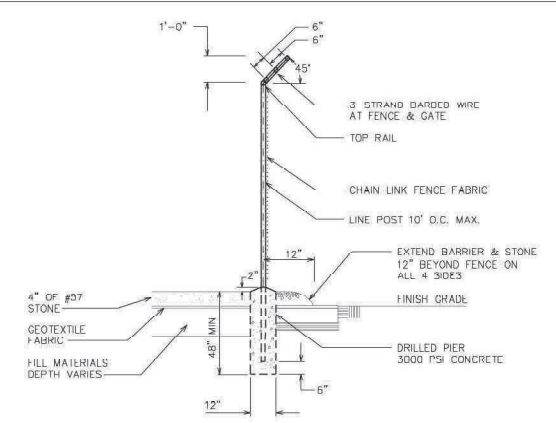
0 10 20
 SCALE IN FEET



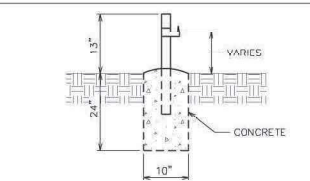
TYPICAL FENCE ELEVATION
SCALE: N.T.S.



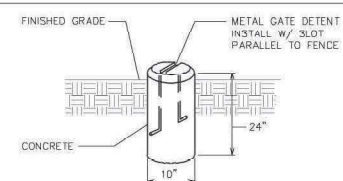
GROUNDING AT GATE POST
SCALE: N.T.S.



FENCE / BARBED WIRE ARM DETAIL
SCALE: N.T.S.



TYPICAL FENCE ELEVATION
SCALE: N.T.S.



GATE DETENT DETAIL
SCALE: N.T.S.

PROJECT INFORMATION:
US-WY-5110
HORSE CREEK
1942 HORSE CREEK ROAD
CHEYENNE, WY 82008
(LARAMIE COUNTY)

PLANS PREPARED FOR:

BRIDGER CELL ASSETS
1981 EAST 400TH ROAD
LECOMPTON, KS 66050
OFFICE: (785) 764-6682

PLANS PREPARED BY:

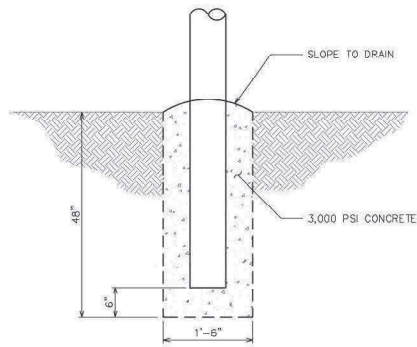
4570 IYV STREET, SUITE B-100
DENVER, CO 80216
OFFICE: (303) 566-8914
www.tepgroup.net

SEAL:

1	02-24-26	ZONING (SS1)
0	02-12-26	ZONING
REV	DATE	ISSUED FOR:
DRAWN BY: AJW CHECKED BY: KFM		

SHEET TITLE:
FENCE DETAILS

SHEET NUMBER: **C-5A** | REVISION: **1**
TEP#: 360590.512734



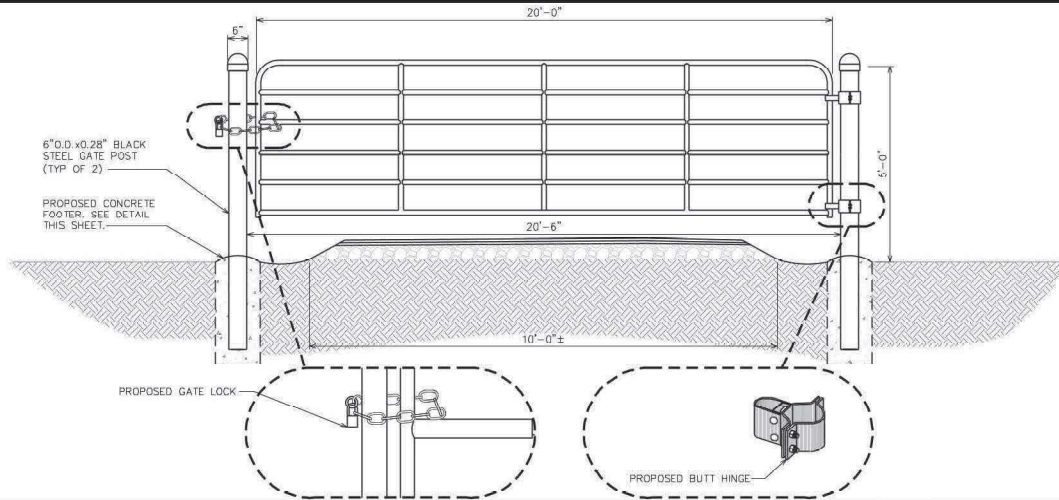
NOTES:

1. PANELS TO BE 4'x10' GALVANIZED TUBULAR STEEL 2" ODDx10 GAUGE HIGH TENSILE WELDED STEEL. HEAVY DUTY MOUNT HARDWARE TO BE WELDED TO THE SUPPORT POSTS.
2. 6"ODx0.28"x8"-5" STEEL PIPE INSTALLED 42" BELOW EXISTING GRADE CONCRETE TO 1" ABOVE EXISTING GRADE AT THE POST BASE AND TAPER. FILL POST COMPLETELY WITH CONCRETE CAP. NO PLASTIC WIRE TIES WILL BE USED.
3. CONTRACTOR TO INSTALL USCC SIGNAGE TO THE NEWLY INSTALLED ACCESS GATE.
4. GC TO INSTALL GALVANIZED CHAIN WITH PADLOCK. ADDITIONAL NECESSARY PADLOCKS TO BE DAISY CHAINED TOGETHER.

CONCRETE FOOTER DETAIL

SCALE: N.T.S.

ACCESS GATE NOTES



CATTLE GATE DETAIL

SCALE: N.T.S.

PROJECT INFORMATION:
US-WY-5110
HORSE CREEK
 1942 HORSE CREEK ROAD
 CHEYENNE, WY 82008
 (LARAMIE COUNTY)

PLANS PREPARED FOR:



BRIDGER CELL ASSETS
 1981 EAST 400TH ROAD
 LECOMPTON, KS 66050
 OFFICE: (785) 764-6682

PLANS PREPARED BY:



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 DENVER, CO 80216
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 www.tepgroup.net

SEAL:



REF	DATE	ISSUED FOR:
I	02-24-26	ZONING (SS1)
O	02-12-26	ZONING

DRAWN BY: AJW / CHECKED BY: KFM

SHEET TITLE:

**CATTLE GATE
 DETAILS**

SHEET NUMBER: C-5B	REVISION: 1
TEP#: 360590.512734	

Permit Notes

Permit Number: PZ-26-00022

Parcel Number: 15691030000500

Submitted: 02/19/2026

Applicant: Evans, Jason
Owner: MAC CHESNEY, BRYAN TR

Site Address: 1942 HORSE CREEK RD
Cheyenne, WY 82009

Technically Complete: 03/13/2026
Approved: 04/03/2026
Issued:

Project Description: Proposed 199' telecommunications facility for Verizon Wireless

<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>
03/17/2026		Application	PZ-26-00022	GENERAL	Public Hearing Planning Commission May 14, 2026. Letters sent 3.18.26, legal ad published 3.3.21.26. Mailing cost shared with PZ-26-00023.	CATHERINE.CUNDALL@LARAMIECOUNTY.WY.GOV
03/23/2026		Workflow	ENGINEERS REVIEW	GENERAL	No comments regarding the conditional use permit.	SCOTT.LARSON@LARAMIECOUNTY.WY.GOV
04/13/2026		Application	PZ-26-00022	GENERAL	Primary documents	SONNY.HOOPS@LARAMIECOUNTY.WY.GOV

Catherine Cundall

From: Michelle Goertz <mgoertz2023@gmail.com>
Sent: Wednesday, March 25, 2026 2:08 PM
To: Catherine Cundall
Subject: Re: Proposed Conditional Use Class B Permit and Wireless Tower Permit

Good afternoon Catherine,

I wanted to add a follow-up to my comments from earlier, I just received confirmation from Union Wireless, the individual I spoke to is Cody (307) 701-4092 and he confirmed the current tower is structurally sound enough to hold Verizon equipment and no one has reached out to them to discuss it. He told me to pass on his phone number if anyone from the planning department wanted to reach out to him for questions. Thank you,

Michelle Goertz

On Wed, Mar 25, 2026 at 8:47 AM Catherine Cundall <catherine.cundall@laramiecountywy.gov> wrote:

Ms. Goertz,

Thank you for your comments. They will be included in the packet given to the Planning Commission for the public hearing.

Thank you,

Cate Cundall

Associate Planner

From: Michelle Goertz <mgoertz2023@gmail.com>
Sent: Wednesday, March 25, 2026 8:37 AM
To: Planning <planning@laramiecountywy.gov>
Subject: Proposed Conditional Use Class B Permit and Wireless Tower Permit

Attention: This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

Good morning,

I am emailing in regards to a letter I received from your department for a new tower and wireless communications equipment proposed permit. Bridger Tower Company on behalf of Bryan Mac Chesney Trust and Verizon are apparently attempting to build a new cell tower with the statement that there are no existing wireless facilities in the immediate area.

I want to bring to your attention that there are currently facilities in the immediate area. My address is 1911 Horse Creek Road and I lease land to Union Wireless for a tower that AT&T also uses. This tower sits approximately 1/4 of a mile east of the proposed site for a new tower, on top of the hill. This tower also provides access for multiple carriers (ie Union and AT&T). I have spoken with Union Wireless regarding this new tower permit and they are possibly open to allowing Verizon to have access to the tower as well, and open to discussion of modifying the current tower to allow better access to any other carriers.

The current tower already meets all Laramie County Land Use Regulations as it has been established for many years.

Please let me know if you have any questions. I look forward to the public hearing.

Michelle Goertz

Landowner

(307) 421-5368

RESOLUTION # _____

A RESOLUTION FOR A CLASS B CONDITIONAL USE PERMIT FOR THE HORSE CREEK RUSTIC TOWER LOCATED IN A PORTION OF SECTION 10, T15N, R69W, OF THE 6TH P.M., 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

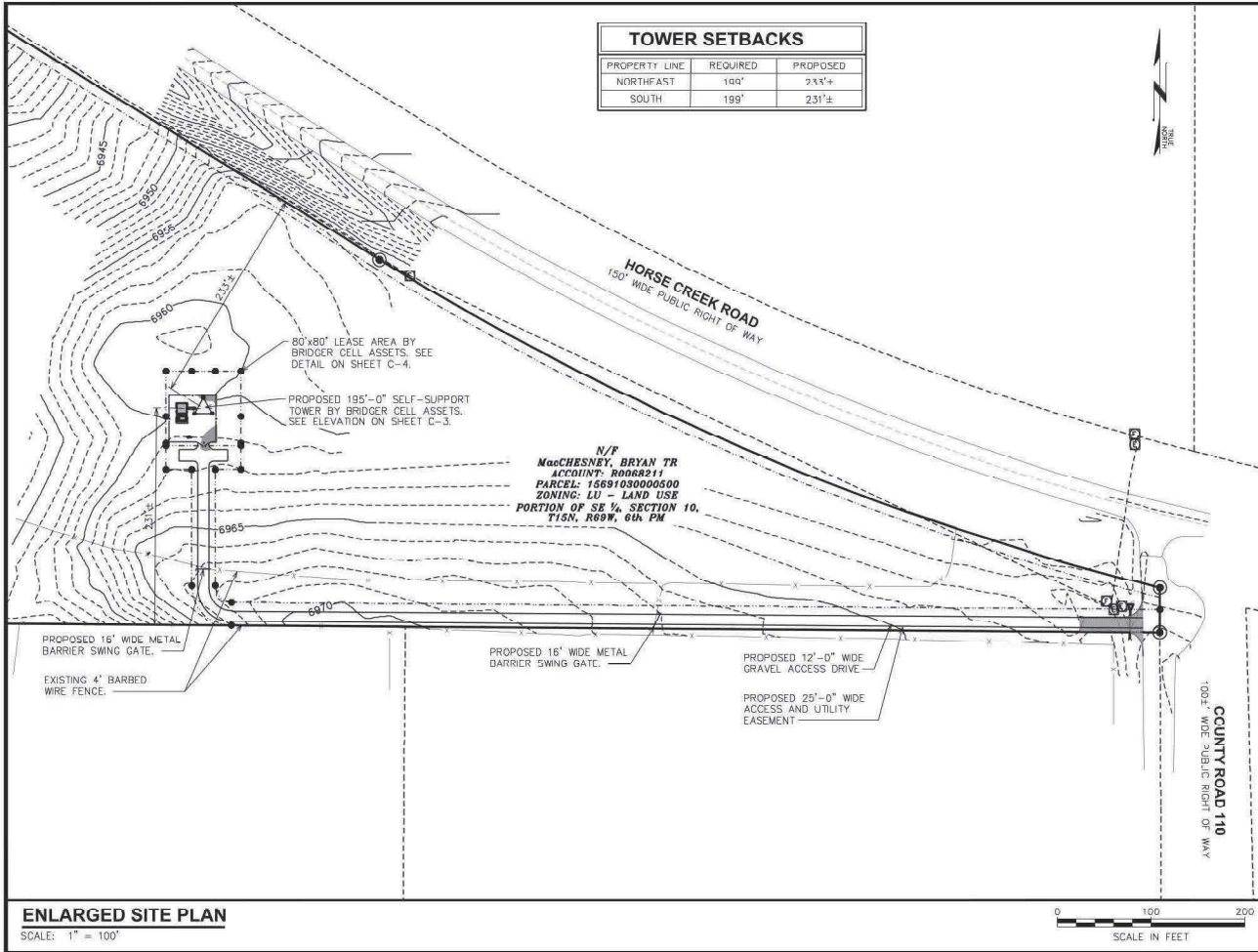
ATTEST:

Cate Cundall, Planning Commission Clerk

Resolution reviewed and approved as to form:

Laramie County Attorney's Office

TOWER SETBACKS		
PROPERTY LINE	REQUIRED	PROPOSED
NORTHEAST	199'	233'+
SOUTH	199'	231'±



PROJECT INFORMATION:
US-WY-5110
HORSE CREEK
 1942 HORSE CREEK ROAD
 CHEYENNE, WY 82008
 (LARAMIE COUNTY)

PLANS PREPARED FOR:

BRIDGER CELL ASSETS
 1981 EAST 400TH ROAD
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SEAL:

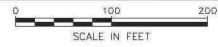
REF	DATE	ISSUED FOR:
1	02-24-26	ZONING (SS1)
0	02-12-26	ZONING
DRAWN BY: NJM/C		CHECKED BY: NJM/C

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER: **C-2** REVISION: **1**

TEP#: 360590.512734

ENLARGED SITE PLAN
 SCALE: 1" = 100'



1-A COORDINATES

LATITUDE: N 41° 16' 39.57" (NAD '83)
 LONGITUDE: W 108° 06' 03.85" (NAD '83)
 GROUND ELEVATION: 6,960.0' (NAVD '88)

LEGEND

- PARENT PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- EASEMENT/LEASE CORNER
- ⊞ EXIST. METER
- ⊞ EXIST. TRANSFORMER
- ⊞ EXIST. UTILITY POLE
- ⊞ EXIST. TELCO PEDESTAL
- ⊞ SECTION CORNER
- ⊞ PROPERTY CORNER
- 4650- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- - - OHW - - - OVERHEAD WIRE
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- E/P - EDGE OF PAVEMENT
- X - FENCE
- EXISTING TREE LINE

TOWER SETBACKS

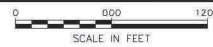
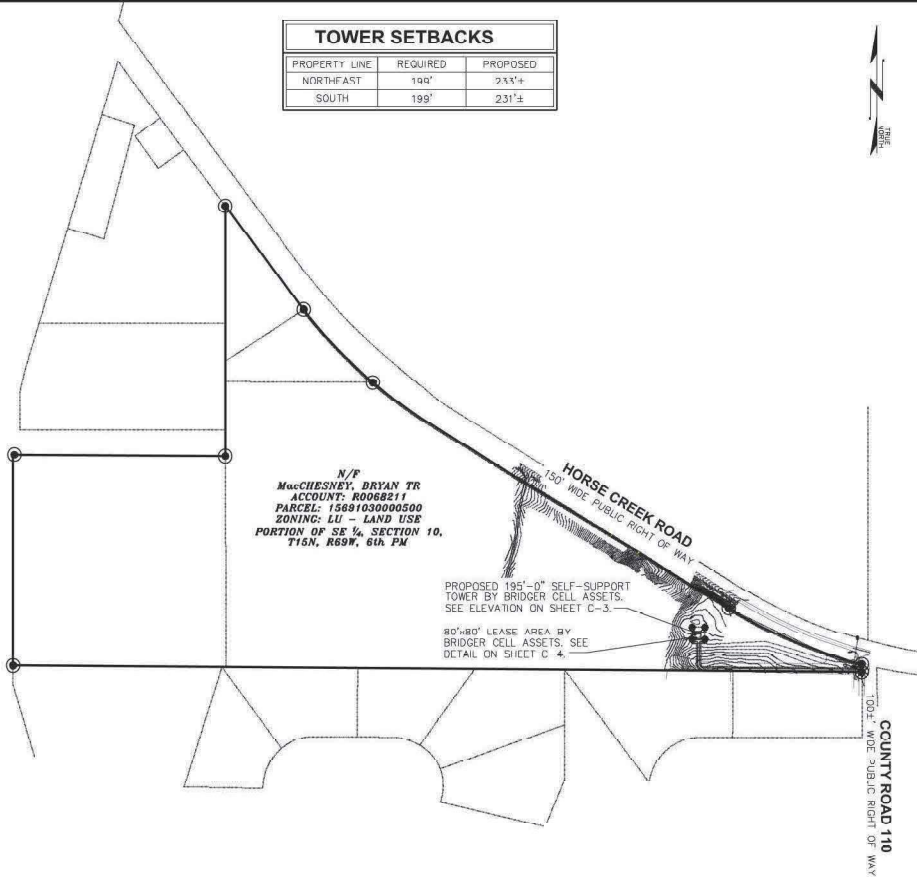
PROPERTY LINE	REQUIRED	PROPOSED
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SOUTH	199'	231'±

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3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. SITE IS LOCATED IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, FIRM MAP 56021C0775F DATED JANUARY 17, 2007.

SITE PLAN

SCALE: 1" = 600'



PROJECT INFORMATION:
US-WY-5110
HORSE CREEK
 1942 HORSE CREEK ROAD
 CHEYENNE, WY 82008
 (LARAMIE COUNTY)

PLANS PREPARED FOR:

BRIDGER CELL ASSETS
 1981 EAST 400TH ROAD
 LECOMPTON, KS 66050
 OFFICE: (785) 764-6682

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 DENVER, CO 80216
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SEAL:

REV	DATE	ISSUED FOR:
1	02-24-26	ZONING (SS1)
0	02-12-26	ZONING

DRAWN BY: NJM/C | CHECKED BY: NJM/C

SHEET TITLE:
SITE PLAN

SHEET NUMBER: C-1	REVISION: 1
TEP#: 360590.512734	