

BOARD OF REGENTS

BRIEFING PAPER

AGENDA ITEM TITLE: Transfer of DRI's Storm Peak Laboratory to the University of Utah

MEETING DATE: June 9-10, 2022

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

Beginning in the 1980's; DRI has conducted atmospheric research in Routt County Colorado, atop Mt. Warner within the Medicine Bow National Forest. Initially, this research was conducted from a camp trailer placed on the mountain by the Colorado State University. In the 1990's, DRI assumed management of the site and constructed a small research building to replace the camp trailer. The building was enlarged to its current configuration (approx. 2300 gross square feet) in 2011 using a Federal Grant. The facility is situated on land leased from the U.S. Forest Service.

Due to the distance from DRI's campuses in Nevada, and due to waning DRI faculty interest in using the site, there has been diminished use of the Facility by DRI. With retirements and faculty moving to other institutions, there has now been no DRI faculty interested in using the Facility for several years. Even with no use by DRI faculty, the facility remains very maintenance intensive due to harsh weather at its mountaintop location. Although the facility is not used by DRI faculty – there remains interest in using the facility by faculty at other institutions. Recognizing the futility of paying for ongoing maintenance despite lack of use by DRI faculty, DRI resolved to close or transfer the Facility in 2000.

After an extensive due diligence effort by DRI, the University of Utah was identified as the sole institution interested in assuming operation of the facility. After negotiations, DRI and the University of Utah executed a Memorandum of Understanding (12/2/2020) allowing the University of Utah to utilize the facility on a temporary basis – ending June 30, 2022.

Now, DRI and the University of Utah collectively believe that it is in the best interest of the two institutions to make the temporary arrangement permanent – and transfer the Facility to the University of Utah upon approval by the governing Boards of both Institutions.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

Approve transfer of the Storm Peak Laboratory (a 2300 gsf building and related equipment and property) to the University of Utah and authorize the Chancellor and DRI President to execute the attached documents and other such documents as may be needed to complete the transaction.

4. IMPETUS (WHY NOW?):

Approval is requested now because the temporary use agreement allowing the University of Utah to use the Facility expires on June 30, 2022.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Approving the Transfer will allow the ongoing work conducted by University of Utah researchers to continue uninterrupted.
- Approving the transfer will allow long-term data collection to continue with no interruption.
- Approving the transfer will result in cost savings for DRI by ending responsibility for on-going building maintenance. Should no other entity be identified willing to assume facility operations, DRI will likely be required to remove the facility at considerable expense.
- Should DRI again find need for the facility – a use agreement is included in the transaction allowing DRI to use the Facility on favorable terms (through 2025).
- The proposed transaction involves transfer of ownership of the building erected by DRI and the property therein only. The underlying real property is currently leased, not owned, by DRI

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

DRI will no longer have the direct management of the Facility – and may lose future research opportunities if DRI faculty should someday again be interested in the Facility’s attributes.

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

Deny permission to transfer the Facility.

8. COMPLIANCE WITH BOARD POLICY:

Consistent With Current Board Policy: Title # _____ Chapter # _____ Section # _____

Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____

Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____

Other: _____

Fiscal Impact: Yes ___ No ___

Explain: _____

BILL OF SALE
(Personal Property)

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ACTING ON BEHALF OF THE DESERT RESEARCH INSTITUTE (“**DRI**”), does hereby convey to THE UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah (“**UofU**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the equipment and other personal property described below (collectively, the “**Personal Property**”), subject to and in accordance with the terms and conditions herein:

Description of the Personal Property: The personal property located at the mountain-top research facility in Routt County commonly known as Storm Peak Laboratory (the “**Research Facility**”), including, without limitation, the equipment listed in Exhibit A attached hereto and incorporated herein by this reference (the “**Equipment**”). The Research Facility is located on land owned by the U.S. Forest Service more specifically described in Exhibit B attached hereto and incorporated herein by this reference.

UofU acknowledges and agrees that UofU has inspected the Equipment and other Personal Property and is satisfied with the condition of such Equipment and other Personal Property. DRI warrants that DRI is the lawful owner of the Equipment and other Personal Property and that the Equipment and other Personal Property are conveyed to UofU free and clear from all encumbrances, including all monetary liens. Except for the foregoing warranty, the Equipment and other Personal Property are conveyed by DRI to UofU in AS-IS, WHERE-IS condition, with no warranties whatsoever, express or implied, including, without limitation, warranties as to fitness for any particular purpose or use.

This Bill of Sale is subject to that certain Option Agreement, entered into as of the _____ day of June, 2022, by and between DRI and UofU.

IN WITNESS WHEREOF, DRI and UofU have executed this Bill of Sale as of the _____ day of _____, 2022.

**THE BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE
DESERT RESEARCH INSTITUTE**

By: _____
Name: _____
Title: Chancellor

By: _____
Name: _____
Title: President, Desert Research Institute

THE UNIVERSITY OF UTAH

By: _____
Name: Cathy Anderson
Title: Chief Financial Officer and Vice President for Administrative Services

Exhibit A
[Attach Equipment List]

| TAG NUMBER | WORKDAY ASSET ID | ACQUISITION DATE | ASSET DESCRIPTION | SERIAL NUMBER |
|----------------|------------------|------------------|--|-----------------------|
| 6.345080-00-S | BA-00015126 | 12/1/2003 | TRAILER - MAGENTA UTB32 | 4YXUR121631010355 |
| 6.355886-00-S | BA-00012710 | 1/18/2008 | 2007 UTILITY TRAILER - TRITON XTP128 | 4TCSU11287HX13066 |
| 6.359473-00-S | BA-00012768 | 9/13/2010 | 2010 DODGE RAM 2500 TRUCK | 3D7UT2CL7AG117846 |
| 6.605287-00-E | BA-00014944 | 11/1/1994 | SPECTROMETER PROBE, FORWARD SC - PARTICLE MEAS. SYST. FSSP-100 | 32841-1094-157 |
| 6.605479-00-E | BA-00015518 | 4/6/1995 | WEATHER STATION DATA LOGGER - CAMPBELL SCI CRIO | 24857 |
| 6.605625-00-S | BA-00014356 | 7/10/1995 | PARTICLE COUNTER CONDENSATION - TSI 3010 | 2001 |
| 6.605893-00-S | BA-00014575 | 9/19/1996 | PRECIPITATION PROBE, OPTICAL A - PARTICLE MEASURING OAP-260Y | 35205089604 |
| 6.606385-00-S | BA-00013983 | 2/3/1999 | MFR-7 SYSTEM - YANKEE ENVIRONMENTAL | 443 |
| 6.606386-00-S | BA-00014813 | 2/3/1999 | UVMFR-7 SYSTEM - YANKEE ENVIRONMENTAL | 398 |
| 6.606483-00-E | BA-00014571 | 4/30/1999 | PORTA COUNT - TSI 8020 | 40209 |
| 6.606740-00-E | BA-00014850 | 11/17/2000 | SCATTERING SPECTROMETER PROBE - PMS FSSP-100 | 41226-0800-176 |
| 6.606748-00-E | BA-00014718 | 8/17/2000 | OZONE ANALYZER - DASIBI 1008-AH | 7093 |
| 6.606749-00-E | BA-00014319 | 8/17/2000 | MULTI-GAS CALIBRATOR - DASIBI 5008 | 862 |
| 6.606772-00-E | BA-00014329 | 7/31/2000 | PARTICLE COUNTER - TSI 3025A | 1285 |
| 6.606773-00-S | BA-00014360 | 7/31/2000 | PARTICLE SIZER - TSI 3080 | 8159 |
| 6.606774-00-S | BA-00014361 | 7/31/2000 | PARTICLE SIZER - TSI 3321 | 1161 |
| 6.606980-00-S | BA-00013255 | 6/30/2001 | CLOUD DROPLET VIDEOMETER - FAB | NONE |
| 6.607209-00-P | BA-00013356 | 1/21/2003 | LAPTOP - GATEWAY 400XL | 28322857 |
| 6.607485-00-S | BA-00012596 | 5/5/2004 | 2005 SNOWMOBILE - SKIDOO TUV V-1000-E | YK3SFA5A75R000300 |
| 6.607877-00-E | BA-00013253 | 4/6/2006 | CLOUD CONDSTION NUCLEI COUNTER - DROPLET MSRMNT TECH | 1 |
| 6.607920-00-S | BA-00012624 | 3/20/2006 | SNOWMOBILE - 2006 SKIDOO TUV V-1000 | YH25FA6B46R000382 |
| 6.608063-00-S | BA-00013321 | 1/9/2007 | DESKTOP - DROPLET MEASUREMENT TECH HOT | D34017-002 |
| 6.608245-00-E | BA-00014540 | 9/21/2004 | PMS-OAP-2D-C - PMS-DMT | 14250489-15 |
| 6.608272-00-S | BA-00012740 | 1/8/2008 | 2008 YAMAHA NYTRO MTX SNOWMOBILES | JYE8HA0048A005381 |
| 6.608273-00-S | BA-00012741 | 1/8/2008 | 2008 YAMAHA NYTRO MTX SNOWMOBILES | JYE8HA00X8A001349 |
| 6.608311-00-S | BA-00012738 | 7/10/2008 | 2008 POLARIS RANGER ATV | 4XAWH68A182700524 |
| 6.608412-00-E | BA-00014854 | 9/11/2009 | SONIC ANEMOMETER - APPLIED TECH SATR/3SX | 91101 |
| 6.608447-00-S | BA-00014878 | 2/15/2010 | SCOUT TRACKED SNOWCAT - KASSBOHRER PISTEN BULLY | WKU5856507R010023 |
| 6.608547-00-E | BA-00013167 | 6/9/2011 | CHEMILUMINESCENT TRACE ANALYZER - THERMO ELEMENTAL 421-TL | 1116648471 |
| 6.608548-00-E | BA-00013004 | 6/9/2011 | FLUORESCENT TRACE ANALYZER - THERMO ELEMENTAL 431-TLE | 1116648472 |
| 6.608550-00-E | BA-00015175 | 6/15/2011 | SMPS SPECTROMETER - TSI 3936N76 | 71113233 |
| 6.608563-00-E | BA-00014810 | 7/22/2011 | UV PHOTOMETRIC OZONE ANALYZER - THERMO ELEMENTAL 49I | 1118249045 |
| 6.608611-00-E | BA-00012834 | 4/12/2013 | ANALYZER - PICARRO INC L2130-I | H1DS-2043 |
| 6.608612-00-E | BA-00012837 | 5/23/2012 | ANALYZER (RCP) - PEAK PERFORMER 1 | 515 |
| 6.608621-00-E | BA-00015350 | 6/26/2012 | ZERO AIR SUPPLY - THERMO FISHER SCI 1160 | (12)13952888 |
| 6.608638-00-E | BA-00012776 | 9/20/2012 | AMBIENT DATA SYSTEM - AGILAIRE 8872 | 145 |
| 6.608746-00-E | BA-00012992 | 3/28/2014 | CONDENSATION PARTICLE COUNTER - TSI 3776 | 3776111801 |
| 6.608882-00-S | BA-00014321 | 8/22/2016 | MULTIGAS CALIBRATOR - THERMO ENVIROMENTAL FRAQ70370 | 724023914 |
| 6.608907-00-S | BA-00015059 | 2/15/2017 | SPL AEROSOL INLET - FAB | |
| 6.SE00449-00-R | BA-00014098 | 4/30/2009 | LAPTOP - APPLE MBP 15.4/CTO MACBOOK PRO | W89142GF71C |
| 6.SE00449-00-R | BA-00014098 | 4/30/2009 | LAPTOP - APPLE MBP 15.4/CTO MACBOOK PRO | W89142GF71C |
| 6.SE00782-00-R | BA-00013401 | 2/23/2011 | LAPTOP - APPLE A1342 MACBOOK | 451081T2F5X |
| 6.SE00782-00-R | BA-00013401 | 2/23/2011 | LAPTOP - APPLE A1342 MACBOOK | 451081T2F5X |
| 6.SE00968-00-R | BA-00013558 | 4/11/2012 | LAPTOP - APPLE 15" MACBOOK PRO | CO2HH2QXDV7P |
| 6.SE00968-00-R | BA-00013558 | 4/11/2012 | LAPTOP - APPLE 15" MACBOOK PRO | CO2HH2QXDV7P |
| 6.SE01330-00-R | BA-00013500 | 1/10/2015 | LAPTOP - APPLE 15"/ZORD MACBOOK PRO | CO2P21VKG3QP |
| 6.SE01330-00-R | BA-00013500 | 1/10/2015 | LAPTOP - APPLE 15"/ZORD MACBOOK PRO | CO2P21VKG3QP |
| 6.SE01718-00-R | BA-00014606 | 12/27/2002 | DESKTOP - DELL PRECISION 530 | 77JN221 |
| 6.SE01718-00-R | BA-00014606 | 12/27/2002 | DESKTOP - DELL PRECISION 530 | 77JN221 |
| 6.SE01719-00-R | BA-00013527 | 5/17/2007 | LAPTOP - APPLE MACBOOK PRO | 87181C9W0L |
| 6.SE01719-00-R | BA-00013527 | 5/17/2007 | LAPTOP - APPLE MACBOOK PRO | 87181C9W0L |
| 6.SE00365-00-R | BA-00013770 | 12/27/2008 | LAPTOP - APPLE 13" MACBOOK | W88520NC1B5 |
| 6.SE00492-00-R | BA-00014901 | 7/9/2009 | VIDEO CONFERENCE UNIT - POLYCOM V500 IP | M80716020C3 |
| 6.SE00573-00-R | BA-00013735 | 1/15/2010 | DESKTOP - APPLE 2.53 MAC MINI CTO | YM9481W4B9X |
| 6.SE00678-00-R | BA-00013757 | 7/12/2010 | TABLET - APPLE MC497LL/A 64GB IPAD WIFI 3G | V502TAK8ETV |
| 6.SE00733-00-R | BA-00014721 | 9/28/2010 | SERVER - DELL R210 POWEREDGE | J828WN1 |
| 6.SE00737-00-R | BA-00012743 | 11/7/2010 | 2009 HONDA HS928TA SELF PROPELLED SNOWBLOWER | SZAS-1173070 |
| 6.SE00738-00-R | BA-00012742 | 11/8/2010 | 2009 HONDA HS928TA SELF PROPELLED SNOWBLOWER | SZAS-1173103 |
| 6.SE00825-00-R | BA-00014528 | 6/8/2011 | DESKTOP - DELL OPTIPLEX 990 MT | FMSNHQ1 |
| 6.SE00850-00-R | BA-00013528 | 7/11/2011 | LAPTOP - APPLE 13" MACBOOK PRO | CO2G30HBDH2M |
| 6.SE00912-00-R | BA-00013471 | 5/6/2012 | LAPTOP - DELL INSPIRON 14Z | 291MPS1 |
| 6.SE00937-00-R | BA-00014771 | 1/23/2012 | DESKTOP - DELL OPTIPLEX 990 MT | 4Y7SH51 |
| 6.SE00938-00-R | BA-00014502 | 1/23/2012 | DESKTOP - DELL OPTIPLEX 990 MT | 4Y8NH51 |
| 6.SE00939-00-R | BA-00014353 | 1/23/2012 | DESKTOP - DELL OPTIPLEX 990 MT | 4Y7TH51 |
| 6.SE01191-00-R | BA-00013533 | 10/7/2013 | LAPTOP - APPLE 13"/Z0MU MACBOOK PRO | C1MLH053DV31 |
| 6.SE01240-00-R | BA-00014775 | 4/2/2014 | LAPTOP - PANASONIC CF-53 TOUGHBOOK | AB01234567894BTA66099 |
| 6.SE01241-00-R | BA-00014776 | 4/2/2014 | LAPTOP - PANASONIC CF-53 TOUGHBOOK | AB01234567894BTA65257 |
| 6.SE01242-00-R | BA-00014774 | 4/2/2014 | LAPTOP - PANASONIC CF-53 TOUGHBOOK | AB01234567894BTA65246 |
| 6.SE01253-00-R | BA-00015113 | 5/12/2014 | TABLET - APPLE 64GB-MF013LL/A IPAD SILVER | DLXM83DYF4YK |

Exhibit B
Legal Description of Land

Storm Peak

Storm Peak Area 1:

Latitude/Longitude: 40° 27' 4" N, 106° 45' 6" W
Legal Description: T. 6 N., R. 84 W., sec. 25, 6th P.M.
Elevation: 10,520

Storm Peak Area 2 (Storm Peak Lab Building):

Latitude/Longitude: 40° 27' 18" N, 106° 44' 40" W
Legal Description: T. 6 N., R. 83 W., sec. 29, 6th P.M.
Elevation: 10,509

ASSIGNMENT

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ACTING ON BEHALF OF THE DESERT RESEARCH INSTITUTE (“**DRI**”), does hereby assign to THE UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah (“**UofU**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all guarantees and warranties, if any, relating to the Personal Property (defined below), to the extent such guarantees and warranties are assignable.

As used herein, the term “**Personal Property**” means the personal property located at the mountain-top research facility in Routt County commonly known as Storm Peak Laboratory (the “**Research Facility**”), including, without limitation, the equipment listed in *Exhibit A* attached hereto and incorporated herein by this reference (the “**Equipment**”). The Research Facility is located on land owned by the U.S. Forest Service more specifically described in *Exhibit B* attached hereto and incorporated herein by this reference.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ASSIGNMENT, THIS ASSIGNMENT IS ON AN "AS IS/WHERE IS" BASIS, AND THERE ARE NO WARRANTIES MADE TO UOFU OR ITS REPRESENTATIVES EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE.

This Assignment is subject to that certain Option Agreement, entered into as of the ____ day of June, 2022, by and between DRI and UofU.

IN WITNESS WHEREOF, DRI has executed this Assignment as of the ____ day of _____, 2022.

**THE BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE
DESERT RESEARCH INSTITUTE**

By: _____
Name: _____
Title: Chancellor

By: _____
Name: _____
Title: President, Desert Research Institute

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| 6.359473-00-S | BA-00012768 | 9/13/2010 | 2010 DODGE RAM 2500 TRUCK | 3D7UT2CL7AG117846 |
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| 6.605893-00-S | BA-00014575 | 9/19/1996 | PRECIPITATION PROBE, OPTICAL A - PARTICLE MEASURING OAP-260Y | 35205089604 |
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| 6.606386-00-S | BA-00014813 | 2/3/1999 | UVMFR-7 SYSTEM - YANKEE ENVIRONMENTAL | 398 |
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| 6.606740-00-E | BA-00014850 | 11/17/2000 | SCATTERING SPECTROMETER PROBE - PMS FSSP-100 | 41226-0800-176 |
| 6.606748-00-E | BA-00014718 | 8/17/2000 | OZONE ANALYZER - DASIBI 1008-AH | 7093 |
| 6.606749-00-E | BA-00014319 | 8/17/2000 | MULTI-GAS CALIBRATOR - DASIBI 5008 | 862 |
| 6.606772-00-E | BA-00014329 | 7/31/2000 | PARTICLE COUNTER - TSI 3025A | 1285 |
| 6.606773-00-S | BA-00014360 | 7/31/2000 | PARTICLE SIZER - TSI 3080 | 8159 |
| 6.606774-00-S | BA-00014361 | 7/31/2000 | PARTICLE SIZER - TSI 3321 | 1161 |
| 6.606980-00-S | BA-00013255 | 6/30/2001 | CLOUD DROPLET VIDEOMETER - FAB | NONE |
| 6.607209-00-P | BA-00013356 | 1/21/2003 | LAPTOP - GATEWAY 400XL | 28322857 |
| 6.607485-00-S | BA-00012596 | 5/5/2004 | 2005 SNOWMOBILE - SKIDOO TUV V-1000-E | YK3SFA5A75R000300 |
| 6.607877-00-E | BA-00013253 | 4/6/2006 | CLOUD CONDSTION NUCLEI COUNTER - DROPLET MSRMNT TECH | 1 |
| 6.607920-00-S | BA-00012624 | 3/20/2006 | SNOWMOBILE - 2006 SKIDOO TUV V-1000 | YH25FA6B46R000382 |
| 6.608063-00-S | BA-00013321 | 1/9/2007 | DESKTOP - DROPLET MEASUREMENT TECH HOT | D34017-002 |
| 6.608245-00-E | BA-00014540 | 9/21/2004 | PMS-OAP-2D-C - PMS-DMT | 14250489-15 |
| 6.608272-00-S | BA-00012740 | 1/8/2008 | 2008 YAMAHA NYTRO MTX SNOWMOBILES | JYE8HA0048A005381 |
| 6.608273-00-S | BA-00012741 | 1/8/2008 | 2008 YAMAHA NYTRO MTX SNOWMOBILES | JYE8HA00X8A001349 |
| 6.608311-00-S | BA-00012738 | 7/10/2008 | 2008 POLARIS RANGER ATV | 4XAWH68A182700524 |
| 6.608412-00-E | BA-00014854 | 9/11/2009 | SONIC ANEMOMETER - APPLIED TECH SATR/3SX | 91101 |
| 6.608447-00-S | BA-00014878 | 2/15/2010 | SCOUT TRACKED SNOWCAT - KASSBOHRER PISTEN BULLY | WKU5856S07R010023 |
| 6.608547-00-E | BA-00013167 | 6/9/2011 | CHEMILUMINESCENT TRACE ANALYZER - THERMO ELEMENTAL 421-TL | 1116648471 |
| 6.608548-00-E | BA-00013004 | 6/9/2011 | FLUORESCENT TRACE ANALYZER - THERMO ELEMENTAL 431-TLE | 1116648472 |
| 6.608550-00-E | BA-00015175 | 6/15/2011 | SMPS SPECTROMETER - TSI 3936N76 | 71113233 |
| 6.608563-00-E | BA-00014810 | 7/22/2011 | UV PHOTOMETRIC OZONE ANALYZER - THERMO ELEMENTAL 49I | 1118249045 |
| 6.608611-00-E | BA-00012834 | 4/12/2013 | ANALYZER - PICARRO INC L2130-I | H1DS-2043 |
| 6.608612-00-E | BA-00012837 | 5/23/2012 | ANALYZER (RCP) - PEAK PERFORMER 1 | 515 |
| 6.608621-00-E | BA-00015350 | 6/26/2012 | ZERO AIR SUPPLY - THERMO FISHER SCI 1160 | (12)13952888 |
| 6.608638-00-E | BA-00012776 | 9/20/2012 | AMBIENT DATA SYSTEM - AGILAIRE 8872 | 145 |
| 6.608746-00-E | BA-00012992 | 3/28/2014 | CONDENSATION PARTICLE COUNTER - TSI 3776 | 3776111801 |
| 6.608882-00-S | BA-00014321 | 8/22/2016 | MULTIGAS CALIBRATOR - THERMO ENVIROMENTAL FRAQ70370 | 724023914 |
| 6.608907-00-S | BA-00015059 | 2/15/2017 | SPL AEROSOL INLET - FAB | |
| 6.SE00449-00-R | BA-00014098 | 4/30/2009 | LAPTOP - APPLE MBP 15.4/CTO MACBOOK PRO | W89142GF71C |
| 6.SE00449-00-R | BA-00014098 | 4/30/2009 | LAPTOP - APPLE MBP 15.4/CTO MACBOOK PRO | W89142GF71C |
| 6.SE00782-00-R | BA-00013401 | 2/23/2011 | LAPTOP - APPLE A1342 MACBOOK | 451081T2F5X |
| 6.SE00782-00-R | BA-00013401 | 2/23/2011 | LAPTOP - APPLE A1342 MACBOOK | 451081T2F5X |
| 6.SE00968-00-R | BA-00013558 | 4/11/2012 | LAPTOP - APPLE 15" MACBOOK PRO | CO2HH2QXDV7P |
| 6.SE00968-00-R | BA-00013558 | 4/11/2012 | LAPTOP - APPLE 15" MACBOOK PRO | CO2HH2QXDV7P |
| 6.SE01330-00-R | BA-00013500 | 1/10/2015 | LAPTOP - APPLE 15"/ZORD MACBOOK PRO | CO2P21VKG3QP |
| 6.SE01330-00-R | BA-00013500 | 1/10/2015 | LAPTOP - APPLE 15"/ZORD MACBOOK PRO | CO2P21VKG3QP |
| 6.SE01718-00-R | BA-00014606 | 12/27/2002 | DESKTOP - DELL PRECISION 530 | 77JN221 |
| 6.SE01718-00-R | BA-00014606 | 12/27/2002 | DESKTOP - DELL PRECISION 530 | 77JN221 |
| 6.SE01719-00-R | BA-00013527 | 5/17/2007 | LAPTOP - APPLE MACBOOK PRO | 87181C9W0L |
| 6.SE01719-00-R | BA-00013527 | 5/17/2007 | LAPTOP - APPLE MACBOOK PRO | 87181C9W0L |
| 6.SE00365-00-R | BA-00013770 | 12/27/2008 | LAPTOP - APPLE 13" MACBOOK | W88520NC1B5 |
| 6.SE00492-00-R | BA-00014901 | 7/9/2009 | VIDEO CONFERENCE UNIT - POLYCOM V500 IP | M80716020C3 |
| 6.SE00573-00-R | BA-00013735 | 1/15/2010 | DESKTOP - APPLE 2.53 MAC MINI CTO | YM9481W4B9X |
| 6.SE00678-00-R | BA-00013757 | 7/12/2010 | TABLET - APPLE MC497LL/A 64GB IPAD WIFI 3G | V502TAK8ETV |
| 6.SE00733-00-R | BA-00014721 | 9/28/2010 | SERVER - DELL R210 POWEREDGE | J828WN1 |
| 6.SE00737-00-R | BA-00012743 | 11/7/2010 | 2009 HONDA HS928TA SELF PROPELLED SNOWBLOWER | SZAS-1173070 |
| 6.SE00738-00-R | BA-00012742 | 11/8/2010 | 2009 HONDA HS928TA SELF PROPELLED SNOWBLOWER | SZAS-1173103 |
| 6.SE00825-00-R | BA-00014528 | 6/8/2011 | DESKTOP - DELL OPTIPLEX 990 MT | FMSNHQ1 |
| 6.SE00850-00-R | BA-00013528 | 7/11/2011 | LAPTOP - APPLE 13" MACBOOK PRO | CO2G30HBDH2M |
| 6.SE00912-00-R | BA-00013471 | 5/6/2012 | LAPTOP - DELL INSPIRON 14Z | 291MPS1 |
| 6.SE00937-00-R | BA-00014771 | 1/23/2012 | DESKTOP - DELL OPTIPLEX 990 MT | 4Y7SH51 |
| 6.SE00938-00-R | BA-00014502 | 1/23/2012 | DESKTOP - DELL OPTIPLEX 990 MT | 4Y8NH51 |
| 6.SE00939-00-R | BA-00014353 | 1/23/2012 | DESKTOP - DELL OPTIPLEX 990 MT | 4Y7TH51 |
| 6.SE01191-00-R | BA-00013533 | 10/7/2013 | LAPTOP - APPLE 13"/Z0MU MACBOOK PRO | C1MLH053DV31 |
| 6.SE01240-00-R | BA-00014775 | 4/2/2014 | LAPTOP - PANASONIC CF-53 TOUGHBOOK | AB01234567894BTA66099 |
| 6.SE01241-00-R | BA-00014776 | 4/2/2014 | LAPTOP - PANASONIC CF-53 TOUGHBOOK | AB01234567894BTA65257 |
| 6.SE01242-00-R | BA-00014774 | 4/2/2014 | LAPTOP - PANASONIC CF-53 TOUGHBOOK | AB01234567894BTA65246 |
| 6.SE01253-00-R | BA-00015113 | 5/12/2014 | TABLET - APPLE 64GB-MF013LL/A IPAD SILVER | DLXM83DYF4YK |

Exhibit B
Legal Description of Land

Storm Peak

Storm Peak Area 1:

Latitude/Longitude: 40° 27' 4" N, 106° 45' 6" W
Legal Description: T. 6 N., R. 84 W., sec. 25, 6th P.M.
Elevation: 10,520

Storm Peak Area 2 (Storm Peak Lab Building):

Latitude/Longitude: 40° 27' 18" N, 106° 44' 40" W
Legal Description: T. 6 N., R. 83 W., sec. 29, 6th P.M.
Elevation: 10,509

Option Agreement

This Option Agreement (“**Agreement**”) is entered into as of the ___ day of June, 2022 (the “**Effective Date**”) by and between the Board of Regents of the Nevada System of Higher Education, acting on behalf of the Desert Research Institute (“**DRI**”) and The University of Utah, a body politic and corporate of the State of Utah (“**UofU**”) (collectively, the “**Parties**”).

WHEREAS, DRI previously operated that certain mountain-top research facility commonly known as Storm Peak Laboratory (the “**Research Facility**”) on real property generally located in Routt County, Colorado, which is more specifically described on Exhibit A attached hereto (the “**Land**”);

WHEREAS, atmospheric research and other research that benefits from the unique physical attributes of the Land (collectively, the “**Research**”) have been conducted at the Research Facility for over 30 years;

WHEREAS, DRI determined in 2020 that DRI had no current need for the Research Facility and that DRI would not continue to operate the Research Facility;

WHEREAS, in order to ensure that there was no interruption of the operation of the Research Facility or of the research being conducted at the Research Facility, including, without limitation, the collection of long-term environmental data of international renown (the “**Objective**”), the Parties entered into a Memorandum of Agreement dated as of December 2, 2021 (the “**MOU**”), wherein DRI granted to the UofU, and the UofU accepted, certain rights and obligations concerning the use and operation of the Research Facility, all as set forth in the MOU;

WHEREAS, DRI currently leases the Land from the U.S. Forest Service pursuant to that certain U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE COMMUNICATIONS USE LEASE (Authorization ID HBE425) attached to the MOU as Exhibit “B” (the “**DRI-U.S. Forest Service Lease**”), and DRI owns the Research Facility buildings and other physical improvements located on the Land and certain equipment and other personal property located at the Research Facility; and

WHEREAS, pursuant to and consistent with discussions between the Parties at the time of execution of the MOU, the UofU wishes to obtain, and DRI is willing to provide to the UofU, during the Option Period (defined below), the right and option to acquire DRI’s interest in such improvements, equipment, and personal property, subject to and in accordance with the other provisions of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement and the Consideration (defined below), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DRI and UofU agree as follows:

1. Grant of Option. Subject to the other terms and conditions of this Agreement, DRI grants to the UofU the right (the “**Option**”), but not the obligation, to acquire from DRI, for the nominal purchase price of Ten Dollars (\$10), and other good and valuable consideration, all of DRI’s interest in and to the following property: (i) the Research Facility buildings and other physical improvements located on the Land (the “**Improvements**”), (ii) the equipment used at the Research Facility listed on Exhibit C attached hereto (collectively, the “**Equipment**”), and (iii) all other personal property located at the Research Facility (the “**Other Personal Property**”), which Improvements, Equipment, and Other Personal Property are collectively referred to herein as the “**Property**”.

2. Consideration. The Parties agree that the nominal purchase price of Ten and No/100 Dollars (\$10.00) for the Property is reasonable under the circumstances, in light of: (i) the Objective; (ii) the UofU’s commitment to the ongoing scientific endeavors at Storm Peak Laboratory, as well as current and past collaboration with DRI concerning the Research Facility and related federal grants; (iii) the UofU’s willingness to cover certain operating expenses of the Research Facility prior to the Effective Date of the MOU; (iv) the UofU’s assumption of responsibility for operation of the Research Facility and related operating expenses for the Research Facility through June 30, 2022 pursuant to the MOU; and (v) although DRI has no current need for the Research Facility, the UofU’s willingness to agree, in a separate letter agreement or other document between the Parties, in a form and substance reasonably acceptable to both Parties, to be signed at Closing (the “**Use Agreement**”), that should such need arise during the period commencing on the Closing date through December 31, 2025, then, to the extent permitted by applicable law and applicable grant requirements, the Research Facility shall be made available to DRI faculty during such period at all reasonable times, and at the same cost, scheduling availability and operations rules as that internally imposed on UofU faculty that are allowed use of the Research Facility. The foregoing monetary and non-monetary consideration collectively constitute the legal consideration for the transaction described herein and are hereinafter referred to as the “**Consideration**”.

3. Exercise of Option. The Option may be exercised by the UofU at any time after the Effective Date of this Agreement through 11:59 pm MDT on Wednesday, June 15, 2022 (the “**Option Period**”) by UofU delivering to DRI notice in the manner prescribed in the Section hereof entitled “Notices” (the “**Notice of Exercise**”). If DRI does not receive a Notice of Exercise before the expiration of the Option Period, the Option granted herein shall automatically terminate and be of no further force or effect.

4. Closing. If the Option is exercised, the closing of the conveyance of the Property to the UofU (the “**Closing**”) shall occur before the close of business on Thursday, June 30, 2022, or an earlier date mutually approved by the Parties.

On or before the Closing date, DRI shall deliver:

- (1) a special warranty deed conveying title to the Improvements to UofU, duly executed and acknowledged by DRI, in form and substance suitable for recording and reasonably satisfactory to UofU and DRI.
- (2) a bill of sale (the “**Bill of Sale**”) conveying DRI’s interest in the title to the Equipment and Other Personal Property to UofU, in form and substance reasonably satisfactory to UofU and DRI.
- (3) an assignment (to the extent assignable) of all guarantees and warranties, if any, relating to the Personal Property, in form and substance reasonably satisfactory to UofU and DRI.
- (4) the Use Agreement, executed by DRI.

On or before the Closing date, UofU shall deliver:

- (1) the Bill of Sale, executed by UofU.
- (2) the Use Agreement, executed by UofU.

DRI and UofU agree to deliver to one another such further documents and instruments as may be reasonably necessary or appropriate to consummate the transactions contemplated hereby and to enable UofU to obtain title insurance for the Improvements.

5. Representations and Warranties of DRI. DRI hereby warrants and represents, to the best of DRI’s knowledge, but without any specific inquiry, as of the Effective Date and again as of the Closing date:

- (1) DRI has, and will have throughout the Option Period (and if the Option is exercised, will have up until the Closing) lien-free title to the Improvements and lien-free title to the Equipment and the Other Personal Property.
- (2) There is no pending action, litigation or condemnation proceeding against the Property or against DRI with respect to the Research Facility or the Property.

(3) There are no written threats or demands of any litigation, condemnation, violation of any applicable laws and regulations, or other legal proceeding against DRI or its governing board(s) relating to the Research Facility or the Property.

(4) No Hazardous Materials were placed, held, located or disposed of on, under or at the Land or the Research Facility prior to the Effective Date of the MOU, except such customary cleaning or other products in such reasonable and customary amounts as may be required in the operation of the Research or the Research Facility and then only in full compliance with all environmental laws and other legal requirements. As used herein, the term "**Hazardous Materials**" means flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONVEYANCE OF THE DRI PROPERTY, BOTH REAL AND PERSONAL, BY DRI PURSUANT TO THIS AGREEMENT IS ON AN "AS IS/WHERE IS" BASIS, AND THERE ARE NO WARRANTIES MADE TO UOFU OR ITS REPRESENTATIVES EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE.

6. Commissions. Each Party warrants and represents to the other Party that its conduct has not given rise to any claim for a brokerage commission or finder's fee to any third party, and each shall indemnify the other for any such claims.

7. Other. During the Option Period (and if the Option is exercised, up until the Closing), neither Party shall take any action affecting the title to the Property without the prior written approval of the other Party. The Parties acknowledge that the U.S. Forest has requested that the DRI-U.S. Forest Service Lease be terminated and replaced with a new agreement governing use of the Land for the Research Facility. Upon the timely exercise of the Option, UofU shall work in good faith to cause the DRI-U.S. Forest Service Lease to be terminated, and to enter into a new lease for the Land under which DRI shall have no liability or obligations. DRI agrees to reasonably cooperate in good faith with the UofU and the U.S. Forest Service to accomplish such termination of the DRI-U.S. Forest Service Lease as of Closing (if any). At the election of the UofU, a memorandum of this Agreement evidencing the Option may be recorded against the Property in the records of Routt County, and DRI agrees to cooperate with UofU in connection therewith.

8. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to DRI, to:

Peter Ross, P.E.
AVP Campus Planning & Physical Plant
Desert Research Institute
2215 Raggio Parkway
Reno, Nevada 89512
Email: Peter.Ross@dri.edu

With a copy to:

John Albrecht
General Counsel
Desert Research Institute
2215 Raggio Parkway
Reno, NV 89512
Email: John.Albrecht@dri.edu

If to UofU, to:

University of Utah
Vice President for Research
Attn: Erin Rothwell, Interim Vice President for Research
201 S. Presidents Cir., Rm 210
Salt Lake City, UT 84112
Email: Erin.Rothwell@hsc.utah.edu

With a copy to:

University of Utah
Department of Atmospheric Sciences
Attn: Dr. John Horel, Department Chair
135 S. 1460 East, Rm 819
Salt Lake City, UT 84112-0102
Email: john.horel@utah.edu

and

University of Utah
Office of General Counsel
Attn: Phyllis Vetter, General Counsel
201 S. Presidents Cir., Rm 309
Salt Lake City, UT 84112
Email: phyllis.vetter@legal.utah.edu

Such communications may also be given by e-mail or facsimile transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon the receipt, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery.

9. Miscellaneous.

a. DRI and UofU are both governmental entities. Neither Party waives any defenses or limits of liability available under sovereign immunity and related governmental immunity laws (collectively, "**Sovereign Immunity Laws**") or other applicable law. Subject to and to the extent consistent with applicable Sovereign Immunity Laws, each Party shall be responsible for its own acts or omissions, and those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement. It is not the intent of either Party to incur by contract any liability for the negligent operations, acts, or omissions of the other Party and nothing in this Agreement shall be so interpreted or construed. No Party shall have any liability whatsoever for any act or omission of any other Party, its employees, officers, or agents. Both Parties hereby maintain all privileges, immunities, and other rights granted by Sovereign Immunity Laws and all other applicable law. Without limiting the generality of the foregoing, and notwithstanding any other provisions in this Agreement, any obligations of UofU herein to protect indemnify, defend, protect, and/or hold or save harmless will be subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "**Act**"), are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of UofU. Any attorney's fees payable by a Party under this Agreement are limited to reasonable attorney's fees. Without limiting the generality of the foregoing, and notwithstanding any other provisions in this Agreement, any obligations of DRI herein to protect indemnify, defend, protect, and/or hold or save harmless, and any claim sounding in tort against DRI shall be limited to the fullest extent allowed by NRS Chapter 41, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of DRI. DRI may raise the defense of sovereign immunity whenever applicable. In the event of any conflict or inconsistency between the provisions of this paragraph and any other provisions of this Agreement, the provisions of this paragraph shall prevail.

b. No determination by any court or any other body that any provision of this Agreement or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision hereof. Each provision shall remain valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with applicable law.

c. This Agreement may only be amended by a writing signed by the Parties hereto.

d. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided only for convenience of reference and shall not be considered in construing their contents.

e. DRI and UofU hereby agree that both Parties were equally influential in preparing and negotiating this Agreement and each had the opportunity to seek advice of legal counsel prior to the execution of this Agreement. Therefore, DRI and UofU agree that no presumption should arise construing this Agreement more unfavorably against any one Party.

f. Each writing or drawing referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part of the Agreement.

g. UofU specifically warrants that 1) UofU is duly organized and validly exists under the laws of the State of Utah and 2) that this Agreement has been authorized by all necessary representatives of UofU, is validly executed by an authorized officer or agent of UofU and is binding upon and enforceable against UofU in accordance with its terms.

h. DRI specifically warrants that 1) DRI is part of the Nevada System of Higher Education ("NSHE"), which is governed by the Board of Regents of the Nevada System of Higher Education, and which is duly organized and validly exists as a public body under the laws of the State of Nevada and 2) that this Agreement has been authorized by all necessary representatives of NSHE and DRI, is validly executed by an authorized officer or agent of DRI and is binding upon and enforceable against NSHE in accordance with its terms.

i. The failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any rights or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such or any other covenants, agreement, term or condition. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

j. This Agreement may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy of the Agreement delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on the following page]

**THE BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE
DESERT RESEARCH INSTITUTE**

By: _____
Name: _____
Title: Chancellor

By: _____
Name: _____
Title: President, Desert Research Institute

THE UNIVERSITY OF UTAH

By: _____
Name: Cathy Anderson
Title: Chief Financial Officer and Vice President for Administrative Services

Exhibit A
Legal Description of Land

Storm Peak

Storm Peak Area 1:

Latitude/Longitude: 40° 27' 4" N, 106° 45' 6" W
Legal Description: T. 6 N., R. 84 W., sec. 25, 6th P.M.
Elevation: 10,520
Approximate Area for Development: 0.5 acres

Storm Peak Area 2 (Storm Peak Lab Building):

Latitude/Longitude: 40° 27' 18" N, 106° 44' 40" W
Legal Description: T. 6 N., R. 83 W., sec. 29, 6th P.M.
Elevation: 10,509
Approximate Area for Development: within/on existing building only

Exhibit B
DRI-U.S. Forest Service Lease

Authorization ID: HBE425
Contact ID: DRI
Expiration Date: 12/31/2026
Use Code: 814

FS-2700-4a (05/03)
OMB 0596-0082

**U. S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of DESERT RESEARCH INSTITUTE, 2215 RAGGIO PARKWAY, RENO, NV 89512

THIS LEASE, dated this 21st day of November 2007 by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of DESERT RESEARCH INSTITUTE**, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the Arapahoe (Routt) National Forest wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment of the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the **County of Routt, State of Colorado, Storm Peak Laboratory, T6N, R83W, 6th P.M., SW¹/₄ Section 29**. (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a single-user communications facility.

This lease is for operating and maintaining a natural resource and environmental monitoring communication site, approximately 1.0 acres in size, which consist of the following facilities:

1. A 30' x 62' building, with a 12' x 8' and 8' high platform and a shed on the roof. Within the building is:
 - a. Two incinerator toilets
 - b. Equipment staging
 - c. A kitchen
 - d. Bunkrooms
 - e. Vehicle storage

2. A leach field.
3. Plastic water tanks below the south section of the building to store 4000 gallons of water.

This use is for various research and educational projects. The laboratory is used to conduct monitoring, research and academic activities to advance knowledge in the atmospheric sciences. Yearly Operation and Maintenance Plans are submitted, which describe the various projects and activities that occur at the laboratory.

***Appropriate licenses, approvals, and technical data sheets must be on file.**

The location of the property is shown generally on the map and operation and maintenance plan for the **Storm Peak Laboratory**, which is attached and made part hereof as **Exhibit A & B**.

The dated and initialed exhibit(s) A & B are attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

Exhibit A – Map

Exhibit B – Storm Peak Operation and Maintenance Plan

*Access to the site – **Summer** –Take Burgess Creek Road to the Maintenance facility, and take National Forest System Road (NFSR) 321 to the site. This road is closed to the public and access by users must be coordinated with Steamboat Ski and Resort Corporation. **Winter** – From the months of November to May, access to the site is by snowmobile or the Gondola. Snowmobile access is not allowed during open operating hours of the Ski Resort. Any access by site users must be coordinated with the Steamboat Ski and Resort Corporation.*

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on **12/31/2026**. Termination at the end of the lease term shall occur by operation of law and shall not require any addition notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to Paragraph "C" below.

B. The Lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit *N/A* operation shall commence on *N/A*. This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will

determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer, except when the rental has been waived in whole or part. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index - Urban (CPI-U), changes in tenant occupancy, or phase-in rental, if applicable.

B. Rentals are due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rental or rental calculation statement falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease terminates if rent is not received by the Forest Service within 90 calendar days of the due date

C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rental or rental calculation financial statement is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By **October 15** of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated. The Lessee shall provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communication Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee will furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251

et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. The Forest Service has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

V. OTHER PROVISIONS

A. **Nondiscrimination.** The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Revocation, Termination and Suspension.

1. **General.** For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of 1 year(s).
3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.
4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.
5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.
6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.
7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:
 - a. Administrative offset of payments due the holder from the Forest Service.
 - b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).
 - c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.).

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within **90** days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. **Members of Congress.** No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.

D. **Reservations.** This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise, and the right to utilize or dispose of such resources insofar as the rights of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to require common use of the property, and the right to authorize use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding clauses shall control.

E. Operation and Maintenance Plan (R2-C-102). An Operation and Maintenance Plan, described as **Exhibit B**, is attached hereto and made a part hereof.

F. Authorization Limitations (R2-X-105). Nothing in this special use authorization allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this authorization. Any use not specifically identified in this authorization must be approved by the authorized officer in the form of a new special use authorization or authorization amendment.

G. Noxious Weed Control (R2-D-103). 1. The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds and exotic plants of concern are defined as those species recognized by the Routt National Forest in which the authorized use is located.

2. When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed and exotic plant prevention and control. Such plan shall be subject to Forest Service approval. Upon Forest Service approval, the noxious weed and exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

3. The holder shall also be responsible for prevention and control of noxious weed and exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated within the authorized area.

H. Nondiscrimination in Employment and Services (R2-B-108). During the performance of this permit, the holder agrees that:

1. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, sex (in educational activities), national origin, age or disability, by curtailing or by refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally and that the holder and employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments, and the Age Discrimination Act of 1975.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third party agreement made with respect to the operations under this permit.

3. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

In addition to the above non-discrimination policy, the holder agrees to insure that its program and activities are open to the general public on an equal basis and without regard to any non-merit factor.

I. Hazardous Conditions (R2-B-107). The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

J. Responsibility for Damage to United States Property (R2-B-106). The holder has an affirmative duty to protect from damage the land, property, and other interests of the United

States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. "Hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

K. Hazardous Materials (R2-B-102). Consent to Store. The holder shall not store any hazardous materials at the site without obtaining the prior written approval of the authorized officer, and this approval shall not be unreasonably withheld. If the authorized officer provides approval, this special use authorization shall include, or in the case of approval provided after the issuance of this authorization, shall be amended to include specific terms and conditions addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms and conditions shall be proposed by the holder and are subject to approval by the authorized officer.

Cleanup and Remediation. Except with respect to any Federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this authorization. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this authorization, the holder shall deliver the site to the Forest Service free and clear of contamination.

Certification upon Revocation or Termination. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this authorization the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by the authorization is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the authorization. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all Federal, State, and local laws and regulations.

L. Disputes (X96). Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

M. Superseded Authorization (X18). This authorization supersedes a special-use authorization designated: University of Nevada, Board of Regents of Desert Research Institute, ASC, dated 10/17/1996, Authorization # HBE200801.

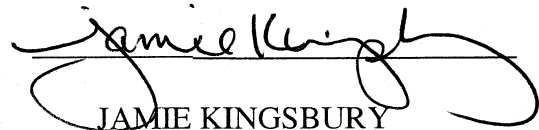
ACCEPTED this 21st day of November, 2007, I _____, the undersigned have read, understand and accept the terms and conditions of this lease.

Chris McDaniel

Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA



JAMIE KINGSBURY
Hahns Peak/Bears Ears District Ranger
Forest Service
Department of Agriculture

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing these authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and use information, sublease information, and other similar miscellaneous information requests. This included the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, including suggestions for reducing this burden.



File Code: 2720
Date: March 23, 2017

Gannet Haller
Desert Research Institute
2215 Raggio Pkwy
Reno, NV 89512

Dear Authorization Holder,

The attached amendment updates the communications site management plan associated with your Forest Service Communications Use lease. The Mt. Werner Complex Communications Site Management Plan replaces the Mt. Werner Communications Site Plan, the Thunderhead Communications Site Plan, and the Storm Peak Communications Site Plan with a new plan incorporating all sites into one comprehensive plan. You may recall that a draft plan was sent to you with the opportunity to comment. Thank you to those who commented. After many interruptions, we have finalized the plan.

Please have your authorized representative sign the enclosed lease, including their printed name and title, and return to the following address:

U.S. Forest Service Hahns Peak/Bears Ears Ranger District,
C.O. Janet Faller
925 Weiss Dr.
Steamboat Springs, CO 80487.

We will send you a final executed copy of the amendment.

Enclosed with this letter is a complete copy of the new Mt. Werner Complex Communications Site Management Plan. Please contact Janet Faller at jfaller@fs.fed.us if you would like an electronic copy of the plan or you have any questions.

Sincerely,

CHAD STEWART
District Ranger

Encl: Mt. Werner Complex Communication Site Plan, HBE425 Permit Amendment for signature



Auth ID: HBE425
Contact ID: UNEV
Use Code: 814

FS-2700-23 (v 10/09)
OMB No 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 2

This amendment is attached to and made a part of the special use authorization for HBE425 issued to UNIV OF NEVADA on 11/21/2007 which is hereby amended as follows:

Amendment updates Exhibit B of permit, Mt. Werner Communication Site Plan, to the new Mt. Werner Complex Communications Site Management Plan signed August 2nd, 2016.

This Amendment is accepted subject to the conditions set forth herein, attached hereto and made a part of this Amendment.

Holder Signature

Chad Stewart

Printed Name and Title of Holder

District Ranger, Hahns Peak Bears Ears Ranger District
Medicine Bow Routt National Forests
Thunder Basin National Grassland

Date

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



MT. WERNER COMPLEX COMMUNICATIONS SITE
MANAGEMENT PLAN

MEDICINE BOW-ROUTT NATIONAL FORESTS & THUNDER BASIN
NATIONAL GRASSLAND
HAHNS PEAK/BEARS EARS RANGER DISTRICT
STEAMBOAT SPRINGS, COLORADO

Submitted By: _____

7/2/16

CHAD STEWART
District Ranger
Hahns Peak Bears Ears

DATE

Accepted By: _____

7/12/16

DENNIS L. JAEGER
Forest Supervisor
Medicine Bow-Routt National Forests and
Thunder Basin National Grassland

DATE

Approved By: _____

8/2/16

JACQUE A. BUCHANAN
Acting Regional Forester
Rocky Mountain Region

DATE

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

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MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN**I. DEFINITIONS**

Authorization Holder. An individual, business, organization, or an agency that has been issued a Communications Use Lease or Special Use Permit which allows occupancy, use, rights, or privileges of National Forest System (NFS) land.

Authorized Officer. The Forest Service employee with the delegated authority to issue and manage communications uses. The authorized officer is usually the District Ranger or Forest Supervisor of the unit on which the communications site is located.

Co-location. Installation of telecommunications equipment in or on an existing communications facility or other structure.

Communications Site. An area of NFS lands designated as an electronic site through the Forest Land and Resource Management planning process for telecommunications uses. A communications site may be limited to a single communications facility, but most often encompasses more than one. Each site is identified by name, usually denoting a local prominent landmark, such as Bald Mountain Communications Site.

Complex: An area that encompasses multiple communications sites.

Customer. An individual, business, organization, or an agency that operates telecommunication equipment within a facility, but does not broadcast or resell communications services to others.

Distributed Antenna System (DAS): is a network of spatially or geographically separated antenna nodes that are connected to a common source through a transport or communication medium in order to provide wireless communication service in a specific locality or building.

Facility. A building, tower, or other physical improvement (buildings and towers do not have to be combined to be considered a facility) that is built or installed to house and support authorized communications equipment.

Facility Manager. The holder of a Forest Service communications use authorization who (1) owns a communications facility on NFS lands, (2) rents space in or on their facility to other communications users, but (3) does not own or operate their own communications equipment and they do not directly provide communications services to third parties. Persons or entities that manage or administer a communications facility on NFS lands for a facility owner or a facility manager are not facility managers for purposes of this Communications Site Management Plan.

Facility Owner. The holder of a Forest Service communications use authorization who (1) owns a communications facility on NFS lands, (2) may or may not be renting space or equipment to other communications users in or on their facility, and (3) owns and operates their own communications equipment in their facility.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

Multiple-Use Facility. A communications site facility that has multiple communications uses operated directly by the facility owner or has customers or tenants in or on that facility.

Node. A separate site facility housing the antennas for a Distributed Antenna System (DAS) within the communication site complex.

Ranally Metro Area. Geographic areas in the United States identified by Rand McNally in its Commercial Atlas and Marketing Guide that define population centers of 50,000 or more. There are approximately 450 Ranally Metro Areas (RMAs) in the United States.

Senior Use. A communications use that predates another communications use. The most senior use or uses form the basis for the communications site designation.

Single-Use Facility. A communications site facility that contains only the single communications use of the facility owner and no tenants or customers in or on the facility.

Tenant. An individual, business, organization, or an agency that operates telecommunication equipment within a facility, for the purpose of broadcasting or reselling communications services to others.

II. NARRATIVE

A. Site Description

The Mt. Werner Complex Communications Site is composed of seven sites, Mt. Werner, Storm Peak (Areas 1 & 2), and Thunderhead (Areas 1, 2, 3, & 4), located within the Steamboat ski area boundaries, on the Hahns Peak-Bear Ears Ranger District, Medicine Bow-Routt National Forests & Thunder Basin National Grassland, Routt County, Colorado.

The intent for creating the Mt. Werner Complex Communications Site is to encompass the entire Steamboat ski area boundary as part of the communications site to enable the addition of communications uses in existing buildings and other areas on the ski area where compatible with existing ski area and communications uses. No site will be managed for high-power uses except Storm Peak Area 1.

Mt. Werner:

Latitude/Longitude: 40° 27' 18"N, 106° 44' 25" W

Legal Description: T. 6 N., R. 83 W., sec. 29, 6th P.M.

Elevation: 10,566

Approximate Area for Development: 5.0 acres

The most senior use at this site is microwave and the site is designated as Low Power Non-Broadcast. This designation was established in the Routt National Forest Land and Resource Management Plan 1997 Revision within prescriptions

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

for two-way radio under the Federal Communications Commission's rules at Title 47, Code of Federal Regulations, Part 90. The site will be managed for low power non-broadcast communications uses only.

The maximum power output expressed as Effective Radiated Power (ERP) is typically based on height above average terrain (HAAT) to set the maximum radiated power levels allowed for two-way radio under the Federal Communications Commission's rules at Title 47, Code of Federal Regulations, Part 90. As of the 2003 regulation, Part 90 levels are limited to 500 watts ERP. Each use must operate at or below the power level authorized by their respective FCC license as long as it does not exceed the site limitation of 500 watts ERP. Cellular Mobile Data Service is exempt from this site ERP limitation as long as the use does not exceed the ERP limitations as described in the applicable FCC regulations at Title 47, Code of Federal Regulations, Part 22, Subpart H or Part 27, Subpart C. In addition, point to point microwave (FCC Part 101) is exempt from this site ERP limitation as long as non-occupational human radiation exposure levels are not exceeded by FCC regulation. No continuously transmitting uses are authorized at this site, excluding microwave and controller channels used in support of mobile radio equipment.

Storm Peak

Storm Peak Area 1:

Latitude/Longitude: 40° 27' 4"N, 106° 45' 6" W

Legal Description: T. 6 N., R. 84 W., sec. 25, 6th P.M.

Elevation: 10,520

Approximate Area for Development: 0.5 acres

The most senior use at this site is television and the site is designated as Broadcast. This site will be managed for high-power uses.

In managing for such high-power use, the Forest Service will attempt to make reasonable accommodations for low power use such as two-way radio, microwave, cellular, and broadcast translators so long as those uses do not interfere with existing users on the site. All uses must be designed, operated and maintained so as not to physically or electronically interfere with the senior uses.

Storm Peak Area 2 (Storm Peak Lab Building):

Latitude/Longitude: 40° 27' 18"N, 106° 44' 40" W

Legal Description: T. 6 N., R. 83 W., sec. 29, 6th P.M.

Elevation: 10,509

Approximate Area for Development: within/on existing building only

The most senior use at this site is natural resource and environmental monitoring equipment and the site is designated as Government Only. This site will be managed for low power non-broadcast uses.

The maximum power output for this site is based on the maximum output allowed for two-way radio under the Federal Communications Commission's rules at Title 47, Code of Federal Regulations, Part 90.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

Thunderhead

Thunderhead Area 1 (Thunderhead Building):

Latitude/Longitude: 40° 27' 12"N, 106° 46' 22" W

Legal Description: T. 6 N., R. 84 W., sec. 26, 6th P.M.

Elevation: 9,076

Approximate Area for Development: within the existing building on the 4th floor only, and on the roof. There is limited space in both locations.

The most senior use at this site is cellular and the site is designated as Low Power Non-Broadcast. This designation was established in the Routt National Forest Land and Resource Management Plan 1997 Revision within prescriptions which allow electronic sites.

Thunderhead Area 2 (Priest Creek):

Latitude/Longitude: 40° 26' 54"N, 106° 44' 58" W

Legal Description: T. 6 N., R. 84 W., sec. 25, 6th P.M.

Elevation: 10,350

Approximate Area for Development: no additional room available for development

The most senior use at this site is cellular and the site is designated as Low Power Non-Broadcast.

Thunderhead Area 3 (Four Points DAS Node 1):

Latitude/Longitude: 40° 27' 20"N, 106° 45' 26" W

Legal Description: T. 6 N., R. 84 W., sec. 25, 6th P.M.

Elevation: 9,720

Approximate Area for Development: within the existing building only

The most senior use at this site is cellular and the site is designated as Low Power Non-Broadcast. Designation for the Four Points Distributed Antenna System (DAS) was authorized in a Decision Memo on December 19, 2013.

Thunderhead Area 4 (Rendezvous DAS Node 2):

Latitude/Longitude: 40° 26' 17"N, 106° 45' 34" W

Legal Description: T. 6 N., R. 84 W., sec. 36, 6th P.M.

Elevation: 9,340

Approximate Area for Development: within/on the existing building only

The most senior use at this site is cellular and the site is designated as Low Power Non-Broadcast. Designation for the Rendezvous Distributed Antenna System (DAS) was authorized in a Decision Memo on December 19, 2013.

The maximum power output for the Thunderhead sites (Areas 1, 2, 3, and 4) is based on the maximum output allowed for two-way radio under the Federal Communications Commission's rules at Title 47, Code of Federal Regulations, Part 90. The sites will be managed for low power non-broadcast communications uses only.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

The maximum power output expressed as Effective Radiated Power (ERP) is typically based on height above average terrain (HAAT) to set the maximum radiated power levels allowed for two-way radio under the Federal Communications Commission's rules at Title 47, Code of Federal Regulations, Part 90. As of the 2003 regulation, Part 90 levels are limited to 500 watts ERP. Each use must operate at or below the power level authorized by their respective FCC license as long as it does not exceed the site limitation of 500 watts ERP. Cellular Mobile Data Service is exempt from this site ERP limitation as long as the use does not exceed the ERP limitations as described in the applicable FCC regulations at Title 47, Code of Federal Regulations, Part 22, Subpart H or Part 27, Subpart C. In addition, point to point microwave (FCC Part 101) is exempt from this site ERP limitation as long as non-occupational human radiation exposure levels are not exceeded by FCC regulation. No continuously transmitting uses are authorized at this site, excluding microwave and controller channels used in support of mobile radio equipment.

The Mt. Werner Complex Communications Site does not serve a Rationally Metro Area (RMA). The population is currently less than 25,000 and is therefore Zone 9. The population identified for this Zone is updated annually by the Forest Service, Washington Office, Director of Lands, and is used to determine the annual rental fee due the Forest Service.

This plan supersedes the Management Plan for Mt. Werner, the Thunderhead Communications Site Plan approved December 13, 1997, and the Storm Peak Communications Site Plan approved February 18, 2005.

B. Existing Site Development

The Mt. Werner site was first developed for communications use in 1971 as a microwave site by Mountain States Telephone and Telegraph. The Forest Service and other governmental agencies located on the site at about the same time. The Mt. Werner site is a critical link for the Northwest Colorado area due to its unobstructed paths to Haystack Mountain near Rifle, CO, thus accessing the I-70 corridor, and Laramie Peak to the north.

The Storm Peak (Area 1) site was first developed for communications uses in 1971 when the Mt. Werner Communication Site Users and the Forest Service determined that broadcast uses should not be co-located at the Mt. Werner site due to potential interference issues. Moffat County T.V. and the Yampa Valley T.V. Association, Inc. established this site for television broadcast. This is the only location within the Mt. Werner Complex that allows for broadcast uses.

The Storm Peak (Area 2) site was first developed for research purposes in 1984 under Special Use Permit to Colorado State University, Department of Atmospheric Science. The current authorization is issued to the University of Nevada Reno, Desert Research Institute. There are several communications uses co-located on the existing structure that are used in support of research activities. No commercial uses will be authorized at this site.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

The Thunderhead site (Area 1) was designated as a cellular site by the Regional Forester in 1991. The facility is the Thunderhead Lodge and equipment is located on the 4th floor and space is limited.

The Thunderhead (Area 2- Priest Creek) site has historically been used as an amateur radio site by Steamboat Amateur Radio within the basement foundation of the Priest Creek lift operator shack. Space for additional uses is limited.

The Thunderhead (Area 3- Four Points DAS-Node 1 and Area 4-Rendezvous DAS-Node 2) sites were authorized for communications use in a Decision Memo, signed December 19, 2013.

See Appendix B for a current list of authorized facilities.

C. Objectives

The primary objectives of the Mt. Werner Complex Communications Site Management Plan are to:

1. Document site management policy, procedures and standards, which are not already specified in the standard communications use authorization.
2. All uses must be designed, operated and maintained so as not to physically or electronically interfere with the senior uses. If new uses deteriorate the receiving/transmitting operation of existing uses, the new uses may be required to institute at their expense; additional studies, equipment upgrades, frequency isolation, or physically separate themselves from the existing uses. Present a program for operation within the site.
3. Help fulfill the public need for adequate communications sites.
4. Protect the interests of authorization holders and site users by preserving a safe and an electronically "clean" environment.
5. Encourage the efficient development and use of space and facilities within the designated site, subject to the USFS goal to provide the best possible public service at a reasonable cost.
6. Authorize new Tenant and/or Customer uses that can physically and electronically be accommodated within existing buildings and/or towers.
7. Maintain visual resource objectives by requiring design standards that are unobtrusive and by utilizing earth tone colors and non-reflective surface material consistent with the standards in the Forest Land and Resource Management Plan.
8. Amend this Communications Site Management Plan as necessary to be consistent with future Forest Land and Resource Management Plans. The Forest Service will provide authorization holders with proposed amendments to this plan and will allow a reasonable period of time for the holders to review and comment on the proposed changes.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN**III. AUTHORITY AND JURISDICTION****A. Authority**

Forest Service authority to authorize and manage communications uses on NFS lands derives from the Federal Land Policy and Management Act of 1976 (43 U.S. C. 1761-1771); Title 36, Code of Federal Regulations, part 251, subpart B (36 CFR 251, subpart B); Forest Service Manual (FSM) 2700; and Forest Service Handbook (FSH) 2709.11, chapter 90.

B. Jurisdiction

The Forest Service has jurisdiction over the use and occupancy of NFS lands for communications purposes under the National Forest Management Act (NFMA) of 1976 (16 U.S.C. 1600 et seq.); the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1701 et seq.), and Title 36, Code of Federal Regulations, part 251, Subpart B (36 CFR part 251, subpart B).

The Federal Communications Commission (FCC) has jurisdiction over the use of non-Federal channels of radio and television transmission under licenses granted by the FCC. The National Telecommunications and Information Administration (NTIA) has jurisdiction over the use of Federal channels of radio transmission under authorizations granted by the NTIA.

The issuance of an FCC license or NTIA authorization does not authorize the use and occupancy of NFS lands. A Forest Service special use authorization is required for the use and occupancy of NFS lands for communications purposes.

The Forest Service has jurisdiction over resolution of conflicts associated with the use and occupancy of NFS lands, such as those involving location and re-radiation. The FCC and NTIA are not responsible for resolving occupancy conflicts associated with the use and occupancy of NFS lands or the resolution of other conflicts when entities are operating within the limits of their FCC license or NTIA authorization. However, the FCC or the NTIA may be useful in assisting in the resolution of interference problems or other frequency conflicts.

IV. RIGHTS AND RESPONSIBILITIES**A. The Forest Service**

The Forest Service retains the responsibility for issuing and amending authorizing instruments to Facility Owners and Facility Managers for the authorized improvements. The issuance of a FCC license (authorization), or frequency assignment, does not authorize occupancy of NFS lands. Granting occupancy and use of NFS lands rests exclusively with the Forest Service. This includes:

1. Amend or modify this site plan as deemed appropriate.

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2. Approve new facilities, including those constructed within an authorization holder's authorized area.
3. Approve assignment of a communications use lease.

B. Facility Owners and Facility Managers Are Responsible for:

1. Complying with the terms and conditions of their communications use authorization and this site plan.
2. Ensuring that all new facilities, expansions, or improvements are consistent with the Routt National Forests Land and Resource Management Plan, environmental documentation and decisions affecting the use of this site, and the provisions of this site plan.
3. May rent building and tower space to tenants and customers without prior written approval from the Forest Service, as long as that tenant or customer use is an approved communications use as designated in this Communications Site Management Plan and does not interfere with other existing uses at the site. Form FS-2700-10, Technical Data for Communication Type Land Use, or equivalent information from prospective tenants or customers seeking to co-locate in an existing communications facility may be required prior to co-location.
4. May not place any unreasonable restrictions on potential or existing tenants and customers.
5. Ensuring that facilities and equipment not complying with Federal, State, and local laws, regulations, and ordinances will be removed or modified within one year of approval of this site plan. Modifications require the pre-approval of the authorized officer.
6. Keeping all facilities within the established limits of their authorized area. The Facility owner or manager may not, for itself or for any customer or tenant, authorize construction of any equipment shelter or tower, or manipulation of the site or vegetation in any way, without specific authorization from the Forest Service (See sec. VII).
7. Providing the authorized officer the name, address, and telephone number of a local contact. The facility owner or the facility manager and the local contact person may be the same individual. The local contact shall be available for emergencies and shall have the authority to make decisions about construction issues, facility maintenance, and all equipment within the facility.
8. Ensuring that all communications facilities and equipment are properly installed, operated, and maintained in accordance with industry standards such as Motorola R-56. These standards may be waived by the Forest Service authorized officer when recommended by a site user association or similar technical committee or

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upon request of a facility owner/manager when equivalent measures would achieve similar results.

9. Providing to the authorized officer by **October 15th** of each year, a certified statement listing their type or types of communications uses they provide and the business names of all occupants and their type of communications use in the facility on **September 30th** of that year.
10. Treat and control noxious weeds on and adjacent to their permitted area, access, and parking areas. Treatment requirements and standards must be according to applicable regulations. Standards and application procedures may be obtained from the Hahns Peak/Bears Ears District Realty Specialist at (970)-870-2299.

C. Tenants and Customers:

May co-locate in an existing facility when their communications use is an approved use in the site plan. Co-location in a non-Federal communications facility does not require a Forest Service authorization. Tenants and customers who co-locate in a Federal facility shall first be issued a special use permit from the authorized officer before locating in that Federal facility.

V. USE OF THE SITE**A. Multiple-Use Facilities**

Co-location, when practical, shall be required even if other users are, or could be, competitors. Site applicants shall take the lead in this area and shall design their proposals to accommodate multiple uses of facilities and improvements. This includes the multiple-use of buildings, towers, solar generating systems, back-up generators, grounding systems, fuel containers, access ways, and parking areas.

Due to the sites location exclusively within the Steamboat ski area boundary, the development of new facilities or major modifications to existing facilities will be limited to those compatible with ski area operations and development plans.

Facility owners and facility managers are not required to lease facility space to others if they can demonstrate to the authorized officer that:

1. Space is not available;
2. The use is incompatible with the existing communications uses at the site. For example, the proposed use is not compatible with other uses as provided for in FSH 2709.11, section 97, exhibit 05;
3. Additional space is needed by the facility owner or the facility manager; or
4. Additional users would compromise security of the facility or communications systems located in that facility.

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Unless specified differently in the communications use authorization, the Forest Service shall charge facility owners and facility managers of non-Federal facilities and tenants and customers in Federal facilities an annual rental fee based on the fee schedule for communications uses on NFS lands contained in FSH 2709.11, section 95. The rental rates shall be adjusted annually using the Consumer Price Index-Urban (CPI-U), and the population figures are adjusted annually based on the most recent Rand McNally Commercial Atlas and Marking Guide (for RMAs) and Rand McNally Road Atlas for non-RMA communities.

Rental fees that facility owners and facility managers may charge their tenants and customers shall be:

1. Reasonable and commensurate with the use and occupancy of the facilities and services provide to tenants and customers; and
2. Consistent with other fees charged for similar facilities.

VII. CONDITIONS FOR NEW CONSTRUCTION AND MODIFICATION OR EXPANSION OF A FACILITY**A. New Construction, Modification, and Expansion Responsibilities**

Construction space at the Thunderhead (Areas 1 thru 4) and Storm Peak (Areas 1&2) sites are limited to the existing structures and new construction is unlikely. Construction space at the Mt. Werner site is available and future additional facilities may be considered. If new facilities are proposed, or if existing facilities need modification, the following guidelines shall apply. In addition to the responsibilities listed in Section IV, applicants, facility owners, and facility managers seeking to construct a new facility or modify or expand an existing facility are responsible for:

1. Submitting a complete application to the authorized officer prior to any new construction, modification, or expansion of a facility. The application shall include:
 - a. A copy of the approved site plan base map showing all of the proposed new, modified, or expanded facilities, including structures, towers, and auxiliary equipment;
 - b. Completed drawings or plans prepared by a professional engineer or architect;
 - c. Identification of any proposed point-to-point microwave paths, a plot of their azimuth, and their proposed elevation on the tower; and
 - d. Documentation showing that the proposed facilities will not obstruct or interfere with any exiting uses, including fixed point-to-point antennas, omni-directional broadcast antennas, or point-to-point microwave paths.

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2. Demonstrating that the new facility will make the most efficient use of the limited amount of space at the site and will provide for future uses without additional construction.
3. Providing engineering and geotechnical investigations for development of specific foundation designs and grading plans.
4. Providing an erosion control plan prior to construction. At a minimum, the erosion control plan shall include sediment control; stipulations that cut and fill slopes will be graded and contoured to prevent erosion and excessive runoff, and recommendations for temporary erosion control measures, such as netting, silt fences, swales, sediment collection areas, and so forth.
5. Coordinating with other Federal and local governments and securing all pertinent permits and approvals from those agencies.
6. Providing 30 days' notice to all facility owners and facility managers at the site, as well as the Forest Service, of all new frequencies, either for themselves or their tenants and customers, proposed for the site. A completed FS-2700-10 shall be sent with the 30 day notice to allow for comment of potential interference. If there is a reply to the request for comments that suggests that there may be physical interference, electronic incompatibility, or potential radio frequency interference to existing uses, the Facility Owner or Facility Manager must address those concerns with a sufficiently detailed response that the existing use will withdraw its objections to the new use or special terms and conditions must be created to address those concerns. Copies of any response under this paragraph, positive or negative, must be provided to the Forest Service.

B. Construction Methods and Resource Protection

Plans submitted by a proponent, facility owner, or a facility manager for construction, modification, or expansion of a facility shall provide for soil rehabilitation measures, including soil replacement and stabilization and proper handling of runoff from buildings, parking areas, access roads, and undeveloped common areas. The authorized officer must approve all cutting or trimming of vegetation.

During construction, modification, or expansion of facilities, facility owners and facility managers shall:

1. Identify, avoid, and protect sensitive resource areas identified by the Forest Service.
2. Comply with the erosion control plan.
3. Notify the Forest Service authorized officer prior to commencing any approved ground-disturbing activities.

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4. Avoid any permanent marks of any kind, including survey marks, on rocks, or other natural objects. Water soluble survey paint may be used on the ground when it is too hard or rocky for survey stakes.
5. Minimize, to the greatest extent possible, ground disturbance and vegetation removal.
6. Re-vegetate extensive cut and fill slopes with native vegetation as soon as possible after construction. All re-vegetation must have prior written approval of the authorized officer.
7. Not cast off grading material. Excess soil can be used as fill material for roads, buildings and towers.
8. Obtain prior written approval of the authorized officer for temporary, on-site storage of construction materials.
9. Not leave hazardous materials, including fuels, oils, and lubricants unattended at the site at any time. Hazardous materials shall be removed from the site at the end of each workday or temporarily stored inside a locked and posted building until the following workday. Construction materials and supplies other than hazardous materials may be left unattended at the construction site at the end of each workday at the owner's risk.
10. Remove surplus construction materials and waste debris from the site no later than 15 days after construction has been completed.
11. To prevent the spread of noxious weeds into the area, power wash off any earth-moving or heavy equipment, such as dozers, graders, cranes, backhoes, and so forth before it is brought onto NFS lands. Gravel and fill material must be inspected for noxious weeds prior to being brought to NFS lands, or be brought from an approved source.

C. Construction Inspection

1. All new construction, modification, and expansion of facilities shall conform to established technical standards and accepted engineering practices, such as the Uniform Building Code, Occupational Safety & Health Administration (OSHA), National Fire Protection Association (NFPA), National Electrical Code (NEC), Electronic Industries Alliance/Telecommunication Industries Association (EIA/TIA) codes and standards, and state regulations.
2. Any construction inspections required by other agencies are the responsibility of the holder. Copies of completed inspections shall be provided to the Authorized Officer, either as they occur or as part of the final as-built plan. Inspection information shall become a permanent part of the holder's special-use file.

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3. Corrective work required as a result of Forest Service or other agency inspections shall be completed by the date specified in the inspection report to the satisfaction of the inspecting official.
4. A final set of as-built plans shall be submitted to the Authorized Officer within 90 days of acceptance of a structure (if the construction was contracted) or of its completion date (if the construction was not contracted).

D. New or Remodeled or Expanded Buildings

1. Any new buildings shall be designed to accommodate multiple users and shall be consistent with a site-specific environmental analysis conducted at the time of the proposal.
2. Building height will be restricted to a single story unless specifically authorized for two stories or with a snow vestibule. The roof shall be non-reflective metal or other non-reflective fire resistant material approved by the Forest Service. Roofs can be equipped with antenna support structures, such as poles and railings that can extend up to 25 feet above ground level.
3. Facility owners and facility managers are encouraged to construct the interior of their buildings in a modular fashion, so that they can:
 - a. Sublease sections to others;
 - b. Provide tenants and customers with internal separation and security;
 - c. Reduce physical interference; and
 - d. Increase management effectiveness.
4. The following materials are approved for construction of new buildings:
 - a. Floors: Concrete slab with drainage or as part of a non-flammable pre-fabricated structure.
 - b. Walls: Concrete block, metal, or pre-fabricated concrete.
 - c. Roofs: Concrete, corrosion resistant metal (if painted to eliminate shiny surfaces), or other fireproof material approved by the Forest Service. Proposals for wooden roofs will not be approved.
 - d. Partitions: Fire resistant material, such as reinforced concrete or properly grounded expanded metal.
 - e. Color: Color used on all exterior building surfaces must have prior written approval of the authorized officer. The goal of color selection is to make buildings as inconspicuous as possible when viewed from a distance. The intent is to reduce or eliminate glare from reflective and/or illuminated surfaces such as windowpanes, sheeting and reflective paints. A non-reflective, Forest Service approved color shall be used on exterior walls and

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doors of equipment buildings. The approved color for this site is from the Standard Environmental Color Chart CC-001, June 2008, and is "Beetle". A chart is enclosed with this plan. Prefabricated pebble/aggregate buildings are exempt from this requirement and may be approved on a case-by-case basis.

- f. Building entry lights must:
- i. Only light the immediate area in the vicinity of the door;
 - ii. Be motion-activated and have a limited time duration of 3 to 5 minutes; and
 - iii. Have a shielded beam that is pointed at the building door.

Requests for all-night (dusk-to-dawn) lighting or entry lighting that would be visible from outside the site will not be approved.

E. New or Remodeled/Expanded Towers

1. All construction, modification, and expansion of towers shall have the prior written approval of the authorized officer.
2. It is the applicant and holder's responsibility to ensure that new, modified, or expanded towers will not unduly interfere electronically or physically with any existing equipment at the site. Towers shall be spaced so as to prevent ground level radiation and interference problems. Compliance with these requirements shall be demonstrated in writing to the authorized officer prior to issuance of a lease, permit, or amendment.
3. All new towers shall comply with current structural and safety specifications and design standards, including safety-climbing devices. Towers should be as narrow and "open" as safety and structural integrity allow. New towers should be designed using maximum wind, snow, and tower loading anticipated for the site.
4. All new towers at the Mt. Werner site shall not exceed 80 feet and at the Storm Peak (Area 1) site shall not exceed 90 feet. All new towers shall be self-supporting unless specifically authorized.

No towers will be authorized at the Storm Peak (Area 2) site or Thunderhead: Areas 1, 2, 3, or 4. These sites are limited to the existing structures.
5. To avoid possible impacts to birds or bats, structures under this section must comply with the most current version of the U.S. Fish & Wildlife Service's Guidelines on the Siting, Construction, Operation and Decommissioning of Communication Towers (available at <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/guidance-documents/communication-towers.php>).
6. All towers shall be left unpainted if they are made of dull, galvanized steel. Paint may be required if the tower has a shiny or reflective surface. Non-reflective, Forest

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Service approved dark gray to green colors will be approved unless the FAA requires red and white tower striping. Tower colors must be approved in advance by the Forest Service. New towers or extension to existing towers will be of non-reflective materials.

7. No lights, beacons, signs or strobes shall be allowed on new towers unless specifically required by the FCC/FAA.

VIII. GENERAL OPERATION AND MAINTENANCE**A. Special Environmental and/or Biological Considerations**

Vegetation management to improve the defensibility of site facilities from wildfire or to prevent fires from escaping from the site to adjacent NFS lands will be considered on a case-by-case basis. Unless they are a threat to structures, dead or live trees around facilities will be retained to provide visual screening. Removal of trees must be approved in advance by the Forest Service.

There are no other unique environmental or resource coordination requirements at this site. If issues arise in the future, this plan will be amended in accordance with the applicable decision or direction.

B. Wiring and Grounding

1. All equipment shall be installed in metal cabinets or open frame equipment racks that are grounded and shielded. Grounding is to be installed in accordance with manufacturer's recommendations and accepted industry standards.
2. All building electrical wiring and grounding shall meet the NEC and applicable state and local codes. All permanent wiring shall be installed in metallic conduit and shall include a separate safety ground conductor. Electrical metallic tubing (EMT) raceway in and of itself shall not be used as a ground return. Exception: If galvanized rigid conduit (GRC) is employed, it shall be acceptable for use as a ground return.
3. Every effort shall be made to protect the equipment from lightning damage. Lightning protectors should be used on all coaxial cable connections to equipment enclosures. Inert gas gap or metal oxide varistor (MOV), silicon avalanche diode (SAD), or transient voltage surge protectors (TVSS) should be used on all control, audio, and power lines. Failsafe modes shall be employed in the TVSS to protect wiring and shelter from fire damage. All TVSS equipment shall be UL1449 listed or approved.
4. All new building and/or tower structures shall have its own separate station ground mat system for all users in that site and solidly bonded (such as exothermic weld, not brazing) to the electrical service entrance grounding conductor or grounding electrode. Wherever practical, interconnection of individual station ground mats and/or the simultaneous placement of large sized copper ground

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wire with any new grounding systems that are buried on the site shall be encouraged.

5. Grounding shall be installed in accordance with accepted practices and standards, such as but not limited to, Motorola, Inc. "Standards and Guidelines for Communications Sites R-56 Issue B", and NEC Articles 250, 810, and 820. Ground enhancement materials using bentonite clay is currently the only approved method for chemical grounding. Other types of chemical grounding shall require completion of NEPA documentation by the applicant prior to consideration for approval by the authorized officer.

C. Communications Equipment

1. Equipment Ownership

All equipment shall be labeled with:

- a. The owner's name;
- b. Applicable transmitter frequencies;
- c. The applicable FCC license or NTIA authorization;
- d. Transmitting power outputs; and
- e. A current 24-hour telephone contact number.

2. Transmitting Equipment

All transmitters shall have protective devices built into them or externally installed to prevent interference with other uses. All transmitters shall meet FCC/NTIA requirements and be FCC type accepted for use in the licensed (or license exempt) application.

The re-radiation of intercepted signals from any unprotected transmitter and its associated antenna system shall be prevented by the use of appropriate filters, typically bandpass filters, circulators (isolators), and/or 2nd harmonic filters.

The direct radiation of out-of-band emissions (noise or spurious harmonics) shall be reduced to a level such that it may not be identified as a source of interference as defined in FCC Regulations (47 CFR 90.209(e)). If site noise (electromagnetic noise) becomes an issue, noise threshold limits shall be established, and amended into the Site Plan.

All transmitters not in immediate use and not specifically designated as standby equipment shall be removed. Loads connected to circulators shall be capable of dissipating the total power output of the transmitter.

Where duplexing is used, a notch-type filter device by itself shall be avoided. In situations where a notch-type device is used, a bandpass filter shall be used on both the receiver and transmitter. Transmitter multi-channel hybrid combining

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equipment should be avoided unless additional protection is provided to ensure hybrid balance and minimize the chance for intermodulation products being produced. A post combining bandpass or lowpass filter is required after the basic hybrid combiner to block undesired 2nd harmonics from being radiated.

3. Receiving Equipment

A bandpass device, such as a cavity or crystal filter, is recommended at the input of all receiving devices. Cavity filters or other protective devices may be used at receiver inputs to reduce interference.

Where duplexing is used, a notch-type device should be avoided. In situations where a notch-type device is used, a bandpass filter shall be used on both the receiver and transmitter.

4. Antennas

- a. At the Mt. Werner and Storm Peak (Area 1) sites microwave (dish) antennas and other than ground-mounted satellite dishes shall not exceed 10 feet in diameter, unless specifically authorized to meet path performance and reliability criteria.

At the Thunderhead (Area 1) and Storm Peak (Area 2) sites antennas shall not exceed 25 feet in height and microwave (dish) antennas shall not exceed 4 feet in diameter, unless specifically authorized to meet path performance and reliability criteria.

At the Thunderhead (Areas 2, Area 3, and Area 4) sites, no exterior antennas will be permitted except those already authorized.

- b. All antennas shall meet all OSHA safety standards. If an antenna is operating in excess of the Federal Communications Commission (FCC) public or occupations standards, steps will be taken, such as fencing, posting of signs, relocation, lowering power levels, within 24 hours to bring it into compliance. Ground measurements of Radio Frequency Radiation (RFR) levels will be taken before mitigation measures are implemented.
- c. Colors for dish antennas or covers shall be a medium gray color, and shall be pre-approved by the authorized officer. White, light blue or chrome dish antennas and covers will not be approved. Existing light blue, white or chrome dishes and covers shall be repainted if feasible, or replaced as repairs or replacement become necessary. No insignia will be allowed on any dishes. Any dishes or antennas not in use will be removed within 30 days of the end of their usage.
- d. Antennas shall be treated to reduce or eliminate reflected glare.
- e. Low-powered transmit and receive antennas may be located low on the tower or on the ground.

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The responsibility for correcting interference problems lies with the holder of the communications use authorization for the facility, the user causing the interference, and the affected parties. Generally, the first users at a site have seniority with respect to resolution of interference complaints. Senior users have an obligation to maintain their equipment to current industry standards, to operate their systems in accordance with the terms of both the FCC license and the NTIA/Interdepartment Radio Advisory Committee (IRAC) frequency authorization, and to comply with the Forest Service communications use authorization. New users at a site shall correct, at their expense, interference problems that they create. If it can be demonstrated that the senior user's equipment is at fault because of poor technical performance (does not meet, for instance, current Association of Public-Safety Communications Officials (APCO) or EIA/TIA technical standards for receiver performance), it will be necessary for the senior user to bring the poor performing receiving equipment up to current standards. The new user, in any event, shall cease operation of the suspect equipment until the problem is corrected, or as in the case of a poorly performing senior user receiver, the senior user must formulate an action plan for correcting the deficiency as soon as possible and be acceptable to both parties. If interference problems cannot be resolved or corrected within a reasonable time, the new use that is causing the interference may be terminated and the equipment removed.

If a Site Users' Association is formed, all users shall cooperate with the Forest Service in the identification and correction of any interference. The Forest Service does not have any responsibility for correcting interference problems, but can act as a mediator to help all affected parties. Interference problems, whether theoretical, calculated, or measured (before and after licenses are granted) should be coordinated and resolved with the FCC or NTIA, as appropriate.

Interference with Public Safety, Critical Infrastructure, and any other emergency communications facility shall be corrected immediately. Operation of equipment covered by this site plan shall not interfere with Federal Government radio or electronic operations already in existence on NFS lands within two miles of the Mt. Werner Complex Communications Site. The user causing this interference shall at their own expense take all actions necessary to prevent or eliminate the interference. If they do not eliminate the interference within ten (10) days after receipt of notice from the Forest Service to do so, their use will be terminated.

If electromagnetic noise becomes an issue, noise thresholds shall be established and incorporated as an amendment to this site plan. The cost of such analysis is the responsibility of the authorization holders.

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All new outdoor cabling shall be jacketed and 100 percent shielded and shall either be flexible or semi-rigid. Cables shall be properly installed, strapped, and fastened down. Cable runs should be consistent with applicable engineering standards when attaching cables onto a tower.

All transmission lines (including wave guide) shall be supported in accordance with manufacturer's specifications. Unjacketed transmission lines or unjacketed cables of any type are prohibited. No transmission lines shall be left unterminated. Lightning protection ground down conductors on towers shall be insulated from the tower steel and considered no different than transmission lines. Bonding of this down conductor to tower steel shall be done with NEC approved connectors that are also galvanically compatible (bronzed or tin plated) with the structural galvanized steel of the tower.

Double-shielded braided (98 percent or better) or solid-shielded cable shall be used inside of buildings. No RG-8 or RG-58 type class of cable is permitted. No connector-type adapters shall be used on transmission lines. Only correct connectors that will mate to connected devices may be used.

Conduits shall be shared as allowed for under the NEC when they service common areas and shall be buried where possible.

Existing cables and transmission lines that do not meet the above requirements shall be upgraded as repairs or replacement become necessary.

E. Radiation

All communications uses shall meet FCC, NTIA, and OSHA regulations, policy, guidelines, and standards concerning radiation limitations.

All antenna radiation zones shall meet all OSHA safety standards. If an antenna radiation zone is operating in excess of FCC public or occupational standards, steps will be taken, such as fencing, posting of signs, relocation, lowering of power levels, etc. within 24 hours to bring the zone into compliance. Ground measurements of RFR levels will be taken before mitigation measures are implemented. It is recommended that each Facility Owner or Manager, in accordance with FCC regulations 47 CFR sections 1.1307(b), 1.1310, and 2.1093, properly monitor Maximum Permissible Exposure (MPE) to electromagnetic fields for their site.

Monitoring radiation levels at the site is the responsibility of all site users and shall occur at intervals to comply with FCC regulations and guidelines. A copy of the monitoring report shall be provided to the Forest Service within 30 days of its completion.

Security fences with RFR notice signs are required around areas that exceed public use levels. All fencing location and design shall be pre-approved by the Forest Service.

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Warning signs shall comply with American National Standards Institute (ANSI) C95.2 color, symbol, and content conventions. Contact information, including name and telephone number will also be included on warning signs.

Any identified RFR radiation problems that are, or could be, a public health hazard must be corrected within 24 hours after measurement tests have been completed or be removed from the site by the site user(s). If the proposed corrective action involves any new ground disturbance, it must be pre-approved by the Forest Service.

F. Utilities

Site users shall pay for the cost to install and maintain utilities, including any resource surveys and reports needed for environmental compliance. For visual reasons, new overhead utility poles are not authorized.

1. Commercial Electrical Power

Commercial power is provided by Yampa Valley Electric Association.

2. Telephone Service

Commercial telephone service is provided by CenturyLink.

3. Fuel Storage

Fuel storage facilities on this site must be designed, installed and maintained according to applicable NFPA standards, Federal, State and local laws and ordinances. All fuel storage tanks shall be grounded to the station ground mat.

4. Fiber Optic Cable

A Fiber Optic Cable system is owned by Steamboat Ski and Resort Corporation and connected to Thunderhead (Area 1, Area 3, and Area 4). If additional service is ever deemed necessary, a separate authorization will be issued to the owner of the service following the appropriate NEPA analysis and decision. The applicant must pay the cost of necessary resource surveys, and reports and construction costs including appropriate mitigation. For visual reason, overhead utility lines may not be authorized.

5. Batteries

New unsealed liquid lead-acid batteries will not be permitted. Any existing unsealed liquid lead-acid batteries will be phased out upon replacement; spill containment shall be provided until such time as unsealed lead-acid batteries are removed from the site. Sealed, gel-cell type lead-acid batteries will be allowed. Ni-Cad or other similar types of batteries will be allowed.

G. Sanitary Facilities

No sanitation facilities exist at the Mt. Werner and Storm Peak (Area 1) sites. Sanitation facilities are available at Storm Peak (Area 2), Thunderhead (Area 1), Thunderhead (Area

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2-Priest Creek), Thunderhead (Area 3- Four Points DAS) and Thunderhead (Area 4- Rendezvous DAS) sites. If needed, any new sanitary facilities shall be pre-approved by the Forest Service. If it is determined by the authorized officer that the user needs such facilities, they will be provided by the applicant/holder in a manner and location satisfactory to the authorized officer and requirements of the local health department.

H. Security and Law Enforcement

The Colorado State Patrol and Routt County Sheriff's Department are the principal law enforcement agencies for the area in which the Mt. Werner Complex Communications Site is located. Generally, the State Patrol and County Sheriffs are responsible for civil and criminal law enforcement. Generally, the Forest Service is responsible for enforcing Federal laws applicable to NFS lands, such as resource protection. Patrol and policing for security purposes is the holder's responsibility.

The Steamboat Ski and Resort Corporation security staff is responsible for the security of ski area owned buildings which includes the Thunderhead, Priest Creek, Four Points, and Rendezvous buildings. Ski area guests have access to all communications sites via ski lifts, skis, hiking, and/or biking, since all buildings are within the ski area boundary and the Thunderhead, Four Points, and Rendezvous buildings provide guest services. Ski area security staff will assist the Federal, State, and local law enforcement entities where possible if problems arise regarding security at any of the Mt. Werner Complex Communications Sites.

Vandalism will be reported to the US Forest Service, Hahns Peak/Bears Ears Ranger District, (970)870-2299, for information purposes only.

None of the facilities of the Mt. Werner Complex Communications Site are fenced. If fencing is ever deemed necessary for security purposes, it must meet the following criteria:

1. All fences must meet health and safety requirements.
2. All fence locations and design require Forest Service pre-approval and be compatible with ski area operations.
3. The standard fencing type will be chain-link (i.e. cyclone).
4. The standard fence height will be eight (8) feet.
5. Fencing will be designed, maintained, and of a type to minimize interference issues. All fencing materials shall be hot-dip galvanized coated to minimize corrosion and dissimilar metal contacts.
6. Fencing shall be grounded at regular intervals not to exceed 20 feet to the station ground mat. The purpose of this requirement is to lower its conductivity to RF signals and shunt those RF signals to ground and prevent re-radiation.
7. Fences will be signed with RFR notices if RFR is above public levels.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

Buildings shall be posted with a 24-hour contact phone number(s) and the Forest Service communication use lease/permit authorization number on the main door(s) into the building where appropriate.

I. Site Maintenance

The objectives of site maintenance are to present a clean, neat, and orderly appearance at the site and to have all the authorized improvements at the site be safe for workers and the public. All users are responsible for maintaining the overall appearance of the site.

Miscellaneous debris remaining after any construction or installation, removal or modification of equipment is not only a hazard but can cause interference or intermodulation problems. All loose debris must be removed from the site within 15 days after completing construction, reconstruction, or other activities. In particular, all loose wire or metal objects shall be removed from the site. The users of the site shall remove graffiti within ten working days of finding it. If graffiti is on natural features, such as rocks and trees, site users will remove graffiti using a method approved by the authorized officer.

Holdings may not leave or dispose of trash, garbage, or cut brush on NFS lands. No outside trash or litter containers are allowed. Site users shall remove all trash and litter from the site as it is produced. Policing of litter in common areas, such as the areas between buildings and developed sites, is the shared responsibility of those holders bordering these areas. Excess or unused equipment may not be stored at the site.

Peeling paint on buildings and towers shall be re-painted within thirty days of discovery or as soon as possible as allowed by weather conditions. Prior to scraping loose paint, it shall be tested for lead content. If lead based paint is detected, proper abatement techniques will be employed during removal, including soil testing if necessary.

J. Inspections

Unless waived in writing by the authorized officer, the holder shall have conducted annually a certified inspection of the facilities and equipment covered by the authorization. The inspection shall include a technical review that should ensure that all authorized equipment is operating in accordance with requirement of this site plan, the applicable FCC license or NTIA authorization, ANSI standards, and the manufacturer's specifications. In addition, the inspection should ensure that the authorized equipment is secure, free of rust, properly grounded, and otherwise properly operated and maintained. A copy of the inspection report, certified by a telecommunication specialist, shall be provided to the authorized officer within 30 days of completion of the inspection. The Forest Service may also conduct periodic reviews to monitor for authorization compliance.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN**K. Fire Prevention and Hazard Reduction Requirements**

Facility owners and facility managers will be required to control vegetation within the fenced or immediate area around their facilities and within a minimum of thirty (30) feet clearance around any propane tank. Identified threatened, endangered, or sensitive plant species must remain within the minimum clearance areas.

Smoking is prohibited in flammable vegetation areas.

Roof structures shall be kept reasonably clear of debris at all times.

No explosives will be stored at this site. Flammable materials shall be stored in conformance with the requirements of local fire regulations. Flammables will be placed in closed containers and stored away from sources of ignition and combustible materials. If flammables are stored within a building, the building will be locked, properly signed and well ventilated.

Approved spark arresters will be required and maintained on all internal combustion engines.

At least one (1) U.L. rated 20 lb. A:B:C dry chemical fire extinguisher is required inside each building. Prior to each June, fire extinguisher(s) shall be inspected by holders and refilled, if necessary.

Any fire will be immediately reported to "911", the nearest Forest Service office and/or Routt County Sheriff's Office.

Forest Service Officers may make periodic fire prevention inspections. They will call to the holder's attention any lack of compliance with the above regulations, plus any other existing hazards. Compliance with these inspections is required within the time limits specified in the inspection report.

All fire protection standards must be accomplished by the beginning of fire season unless otherwise agreed to, and then maintained throughout the fire season.

For new construction, the Forest Service will provide the Holder with a separate Construction Fire Plan which will be prepared at that time as applicable. State and local laws/regulations must be followed for the diesel tank installation.

L. Access**1. Road**

Holders who damage the access road, or any of its associated improvements, such as ditches, culverts, roadside vegetation, signs, and underground utilities and facilities, shall be required to repair the road to conditions equal to or superior to those prior to any damage or disturbance. Repair will be coordinated with the Forest Service and the Steamboat ski area.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

Summer Access: Summer access to all sites is via maintenance roads used for Steamboat ski area operations (see Appendix A-Location Map). These roads are closed to the public per Routt National Forest Order Closure #MBRTB-2014-004. A ski area road permit is required for access to all sites via the roads on the ski area and can be obtained from Steamboat ski area Slope Maintenance or Steamboat Security department staff. A driver's license and proof of insurance are required to receive a road permit.

A service road (NFSR 321) beginning at the Steamboat ski area's maintenance shop located at the end of Burgess Creek Road provides access to all sites. From the maintenance shop take the dirt access road for 1.6 miles, stay right at the first intersection, continuing uphill until you reach the next intersection at Rainbow Saddle/Temples at 2.9 miles.

Thunderhead Area 1: Take a hard right for 0.4 miles to the Thunderhead building.

Thunderhead Area 4 Rendezvous DAS (building): from Rainbow Saddle, take the middle road to the south, contouring the slope until you reach the building at 1.2 miles.

Thunderhead Area 3 Four Points DAS-Node 1 (building): At Rainbow Saddle, continue left up the road, continuing straight/right past a minor fork at 0.7 miles.

Storm Peak Area 2 (Storm Peak Lab building): From the Four Points building continue uphill staying right past a fork to the left and up switchbacks for 1 mile to the T intersection at the saddle, turn left and continue .2 miles to the Storm Peak Lab building.

Mt. Werner: Continue another .4 miles.

Storm Peak Area 1: At the T-intersection, take a right and continue .2 miles to a short spur road on the right.

Thunderhead Area 2 (Priest Creek): continue past the spur another 0.13 miles until you arrive at the top terminal of the Priest Creek lift.

Winter Access: Winter Access is via the gondola, chair lifts, snow mobile, snowcat, or helicopter, depending on the site. Access must be coordinated with resort personnel, required passes attained and regulations observed. Tickets are required for ski lift and gondola access. Lift tickets for official, authorized use can be obtained at no cost through the Mountain Operations Executive Assistant, listed below.

Assistance to sites via snowmobile must be coordinated through the Mountain Operations Executive Assistant at the Slope Maintenance facility. Use of snowmobiles not owned by the Steamboat ski area within the defined ski area boundary must be marked and flagged per Colorado Ski Safety Act. All snowmobile operators must receive ski area specific operator training provided by the Steamboat ski area and snowmobile access may not be authorized during the ski area's normal hours of operation.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

Use of non-ski area owned snowcats is not allowed during the ski area's normal hours of operation and access must be authorized by the Slope Maintenance Department. Snowcat transportation via Steamboat ski area owned snowcats can be arranged through the Slope Maintenance Department at an hourly rate.

Care must be taken not to interfere with resort visitors (summer and winter) when accessing communications facilities. For emergency access and access needs outside of normal business hours, contact Steamboat Security.

Steamboat ski area contacts:

Mountain Operations Executive Assistant 970-871-5315

Slope Maintenance 970-871-5601

Steamboat Security 970-871-5335 or 970-846-1055 (cell)

2. Internal Roads and Parking Areas

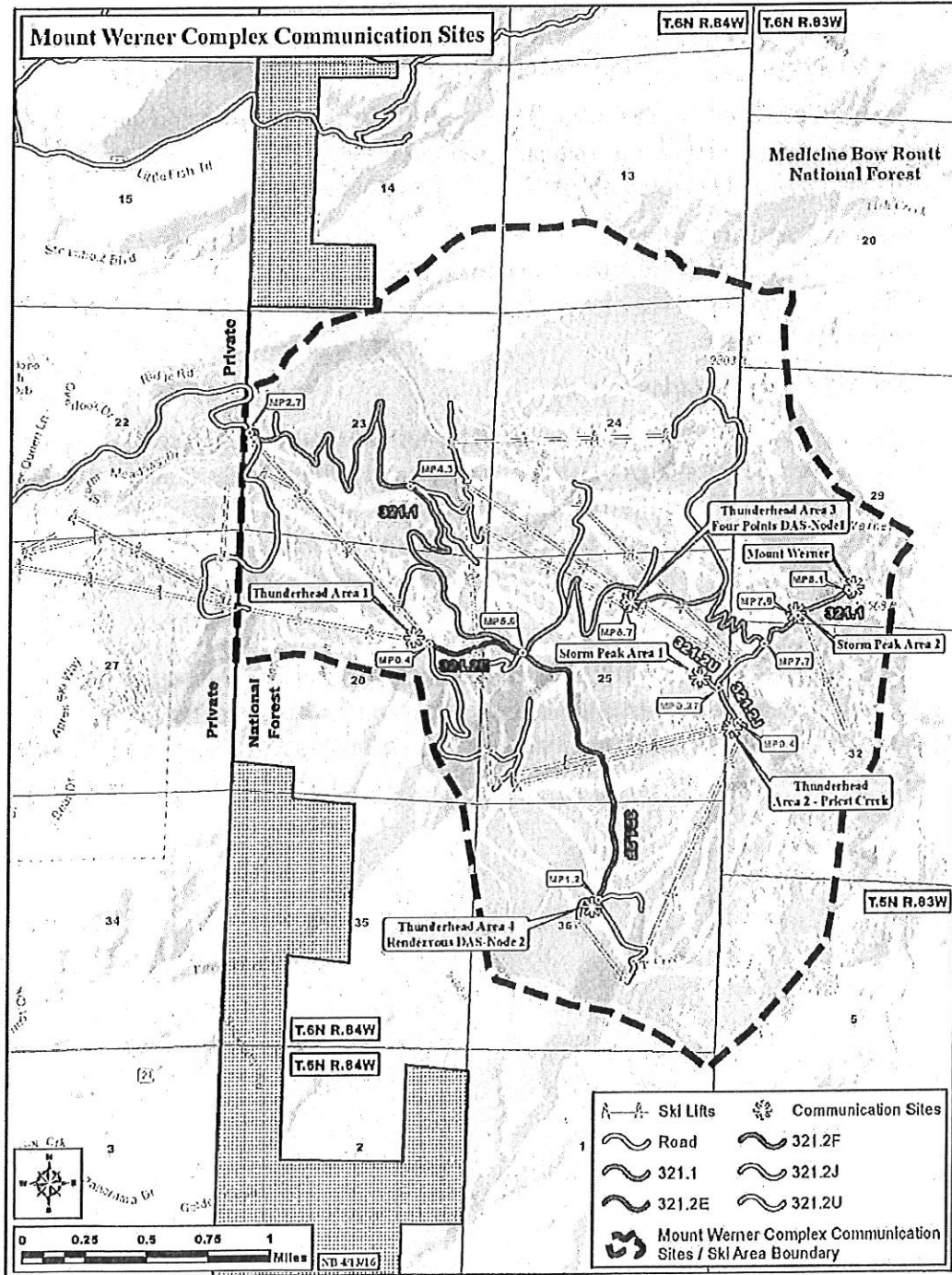
Internal roads and parking areas within the communications site are the responsibility of the site users. Interior roads and parking areas shall be planned and approved by the authorized officer in conjunction with establishment of new facilities. Interior roads shall be maintained so as to allow only one entrance to the site. The intent is to discourage off-road vehicle use in and around the site.

3. Road Closures

Forest Service roads are subject to periodic closures to entry during periods of extreme fire danger, inclement weather, or wetness. Site users may access the site during these closures if they have prior, written approval from the authorized officer.

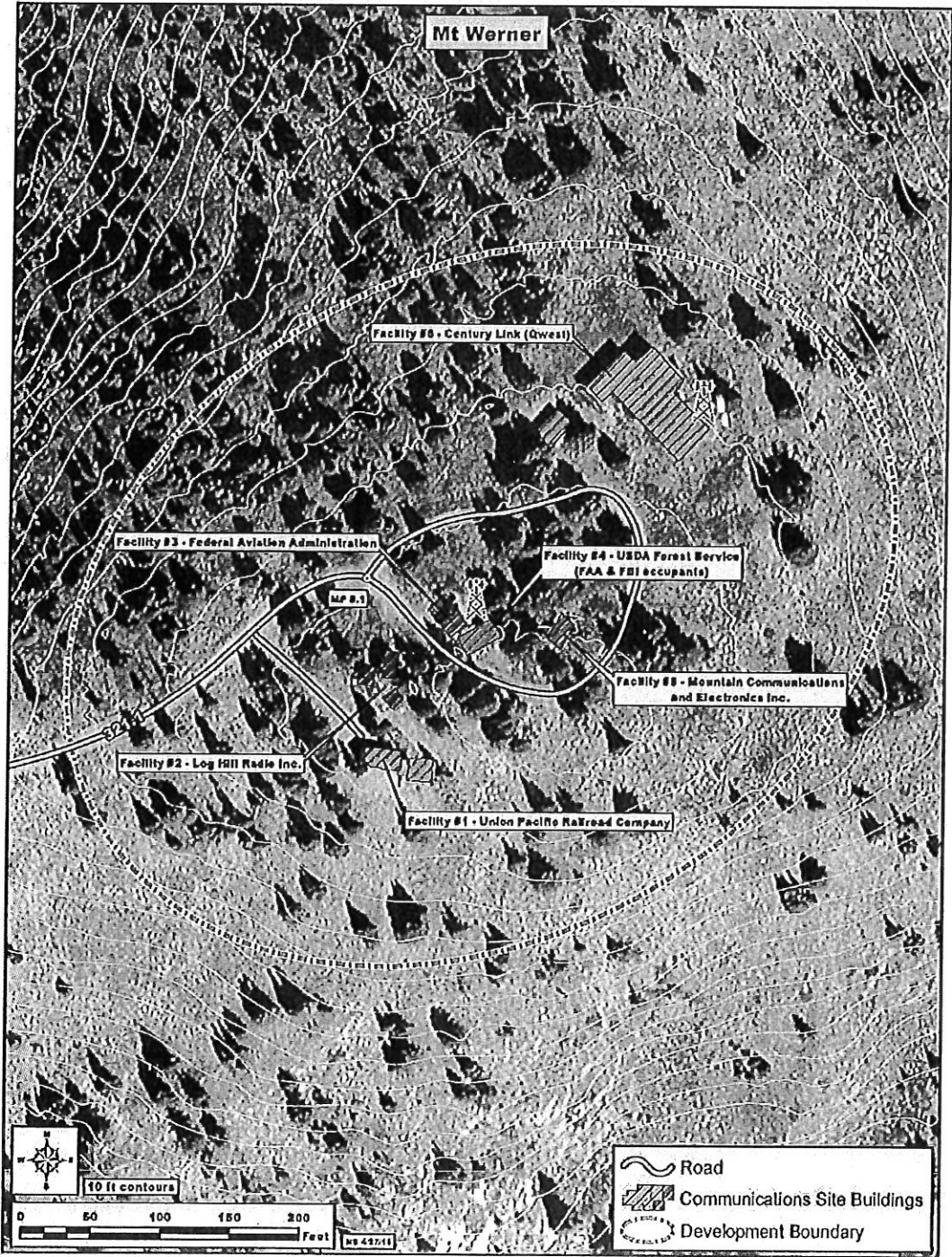
MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

X. APPENDICIES APPENDIX A – Location Map



MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

Site Maps



MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

APPENDIX B – Authorized Facilities

“Mt. Werner”

| Facility | Auth # | Use | Building | Tower | Other |
|--|--------|------|---|--|--|
| Facility #1 Union Pacific Railroad | HBE141 | MIC | 12' x 26½' Fiberglass | 50' Lattice | 500-gallon Propane Tank |
| Facility #2 Log Hill Radio, Inc. | HBE421 | FAM | 8' x 16' Concrete Block (two story) | 25' Lattice (5) 30' Lattice (1) 40' Lattice (1) 60' Lattice (1) | - |
| Facility #3 Federal Aviation Administration | HBE113 | MIC | 9' x 12' Steel Platform | On USFS Tower | 1000-gallon Propane Tank; Generator |
| Facility #4 USDA Forest Service | - | PMRS | 10' x 14' Fiberglass | 80' Lattice | - |
| Facility #5 Mountain Communications & Electronics, Inc. | HBE75 | CMRS | 10' x 12' Metal w/snow chute | 60' Lattice | - |
| Facility #6 Qwest/CenturyLink | HBE483 | MIC | 40' x 52' Metal | 80' Lattice | 1000-gallon Propane Tank (2) w/cover |

“Storm Peak” Area 1

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

| Facility | Auth # | Use | Building | Tower | Other |
|--------------------------------|--------|-----|-----------------|-------------|-------|
| Facility #1 VRE Towers, LLC | HBE503 | FAM | 15' x 20' Metal | 90' Lattice | - |

"Storm Peak" Area 2

| | | | | | |
|-------------------------------------|--------|----|----------------|---|---|
| Facility #1 University of Nevada | HBE425 | OT | 30' x 62' Wood | - | - |
|-------------------------------------|--------|----|----------------|---|---|

"Thunderhead" Area 1

| Facility | Auth # | Use | Building | Tower | Other |
|---|--------|-----|--|-------|-------|
| Facility #1 Steamboat Ski & Resort Corporation | HBE415 | FAM | Thunderhead Lodge (4 th Floor) | - | |

"Thunderhead" Area 2-Priest Creek

| Facility | Auth # | Use | Building | Tower | Other |
|---|--------|-----|--|-------|-------|
| Facility #1 Steamboat Ski & Resort Corporation | HBE415 | FAM | Priest Creek chairlift -upper terminal lift operator shack- basement | - | |

"Thunderhead" Area 3-Four Points DAS Node 1

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

| Facility | Auth # | Use | Building | Tower | Other |
|---|--------|-----|----------------------|-------|-------|
| Facility #1 Steamboat Ski & Resort Corporation | HBE415 | FAM | Four Points Lodge | - | |

"Thunderhead" Area 4-Rendezvous DAS-Node 2

| Facility | Auth # | Use | Building | Tower | Other |
|---|--------|-----|---------------------|-------|-------|
| Facility #1 Steamboat Ski & Resort Corporation | HBE415 | FAM | Rendezvous Lodge | - | |

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

APPENDIX C – Authorized Sites

| Site | Type of Use | Approximate Area for Development |
|--|--|---|
| Mt. Werner | Senior use is microwave Designation is Low Power Non-Broadcast Managed for low power non-broadcast only | 5.0 acres |
| Storm Peak: | | |
| Storm Peak Area 1 | Senior use is television Designated as broadcast Managed for high-power uses | 0.5 acres |
| Storm Peak Area 2 Storm Peak Lab Building | Senior use is natural resource and environmental monitoring equipment Designation is Government Only Managed for low power non-broadcast uses. | Within/on existing building only |
| Thunderhead: | | |
| Thunderhead Area 1 Thunderhead Building | Senior use is cellular Designation is low power non-broadcast Managed for low power non-broadcast only | Within the existing building on the 4 th floor only and on the roof for antennae's. Limited space available |
| Thunderhead Area 2 Priest Creek | Senior use is cellular Designation is low power non-broadcast Managed for low power non-broadcast uses. | No additional room available for development |
| Thunderhead Area 3 Four Points Building DAS Node 1 | Senior use is cellular Designation is low power non-broadcast Managed for low power non-broadcast uses. | Within the existing building only |
| Thunderhead Area 4 Rendezvous Building DAS Node 2 | Senior use is cellular Designation is low power non-broadcast Managed for low power non-broadcast uses. | Within the existing building only |

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

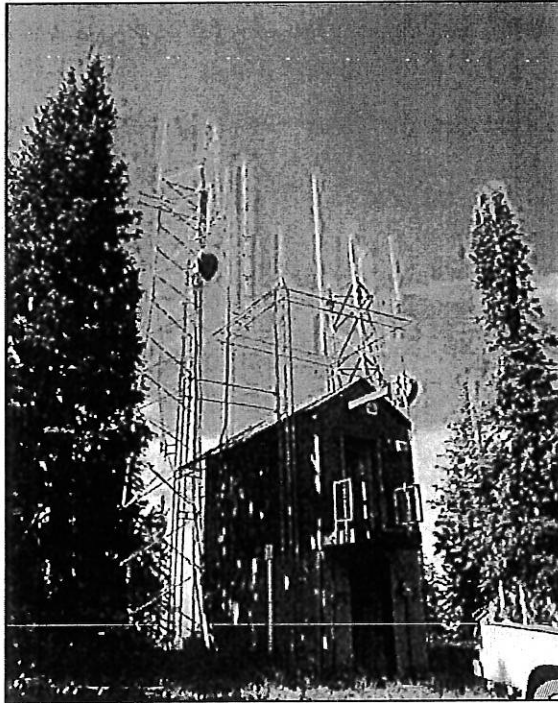
APPENDIX D – Facility Photographs
"Mt. Werner"



MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



"Mt. Werner" Facility #1 – Union Pacific Railroad

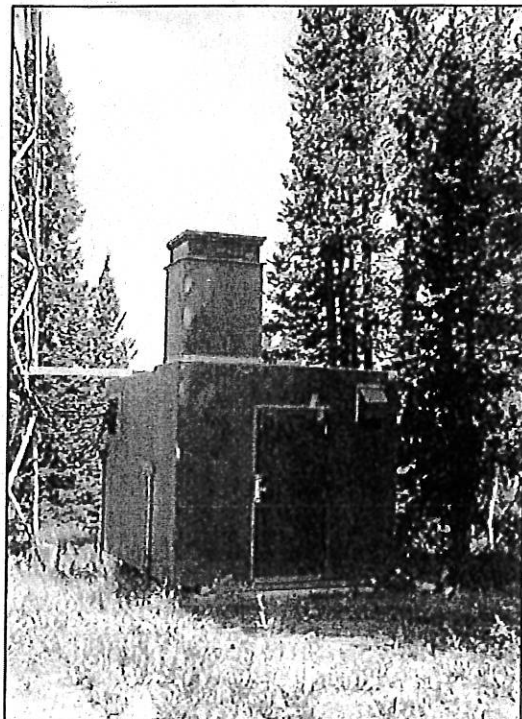


"Mt. Werner" Facility #2 – Log Hill Radio, Inc.

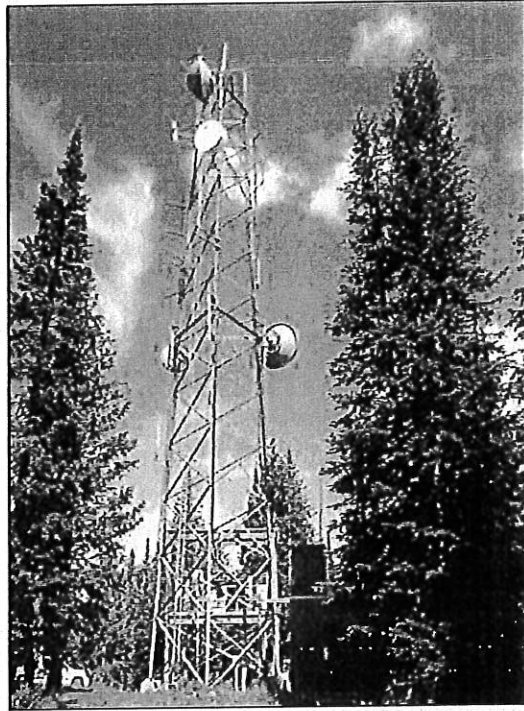
MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



"Mt. Werner" Facility #3 – Federal Aviation Administration

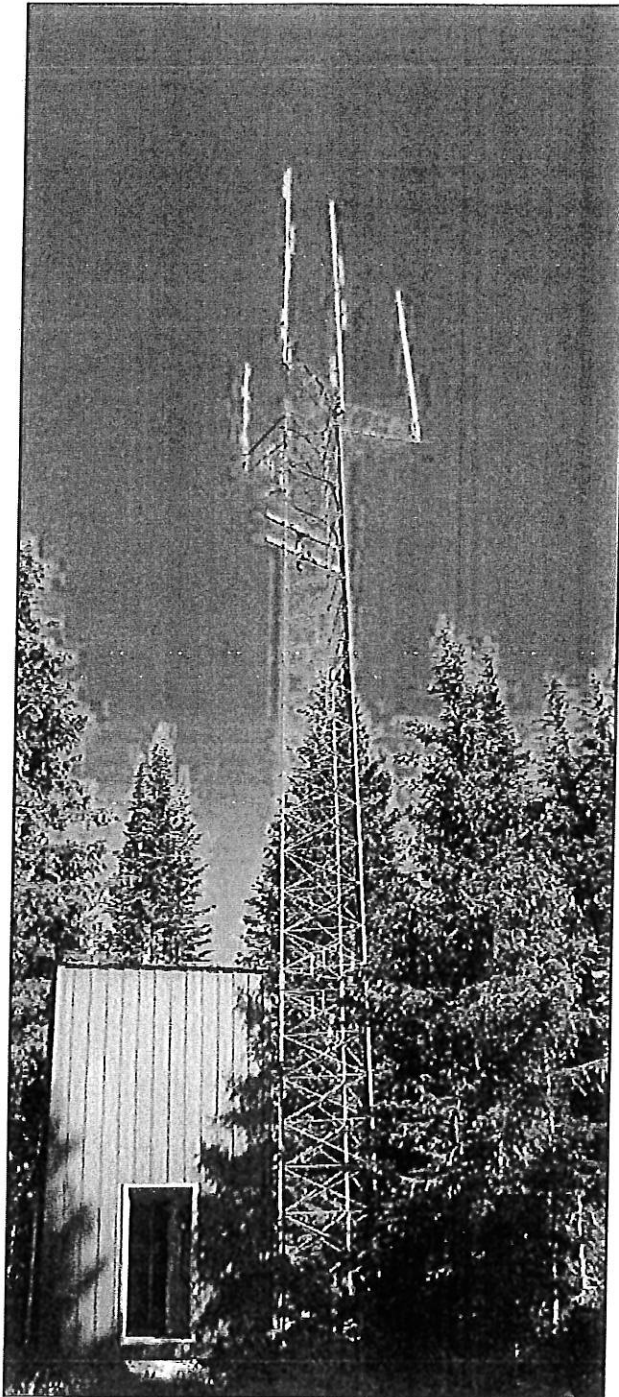


MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



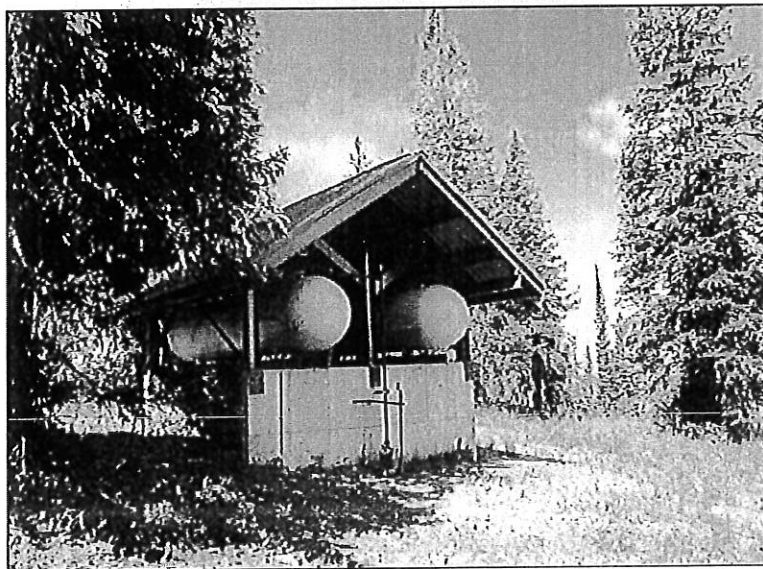
"Mt. Werner" Facility #4 – USDA Forest Service

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



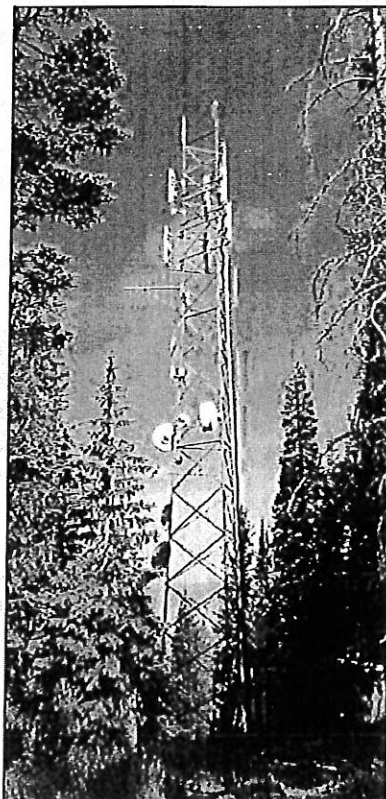
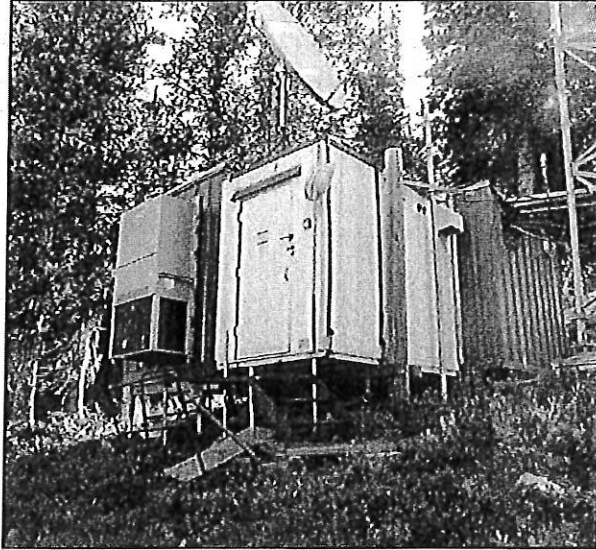
"Mt. Werner" Facility #5 – Mountain Communications and Electronics, Inc.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



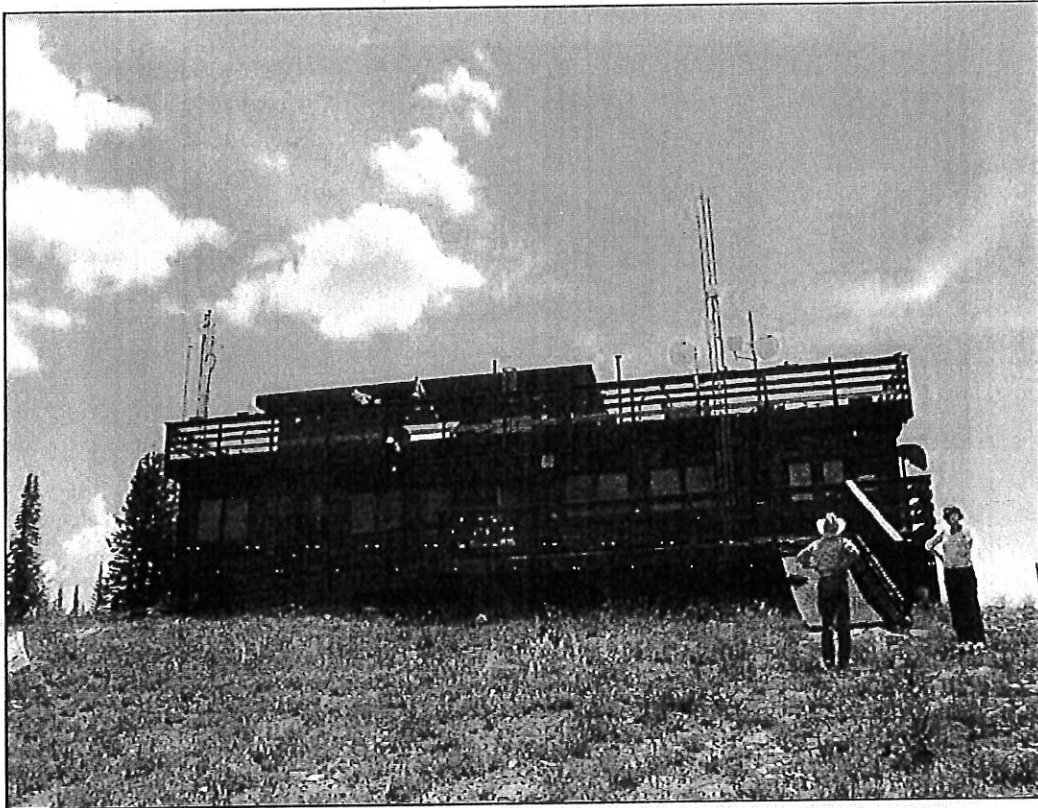
"Mt. Werner" Facility #6 – Qwest/CenturyLink Communications

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



"Storm Peak" Area 1 Facility #1 --VRE Towers, LLC

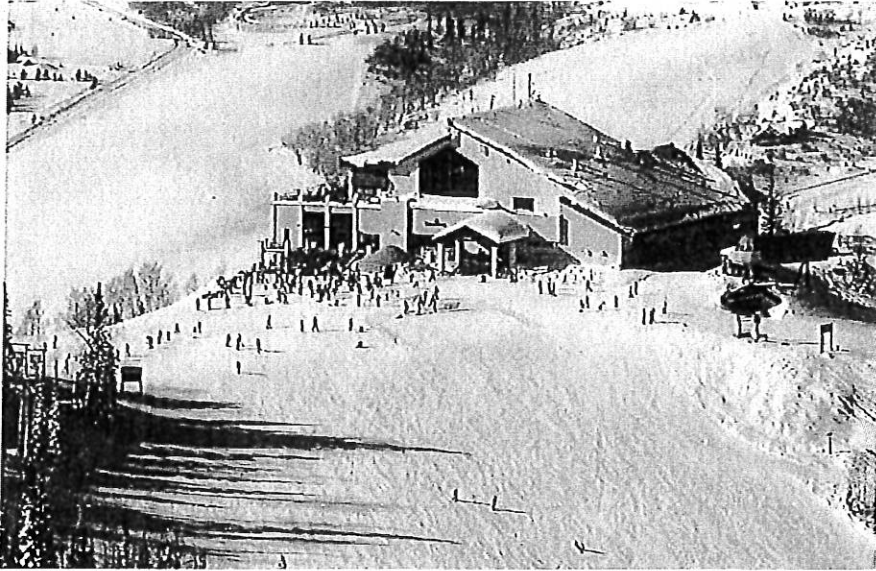
MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



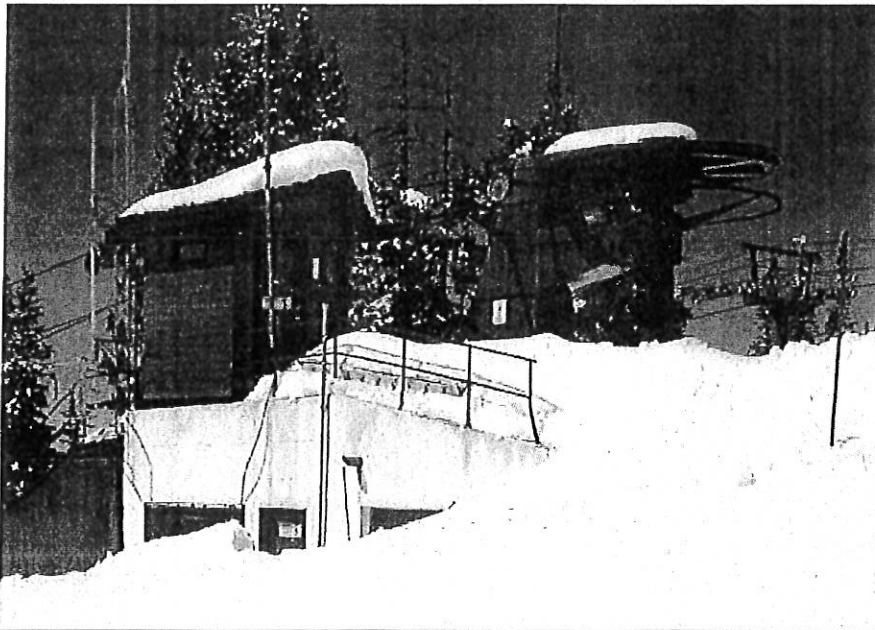
"Storm Peak" Area 2 Facility #1 – University of Nevada

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

"Thunderhead"



"Thunderhead" Area 1 Facility #1 – Steamboat Ski & Resort Corporation

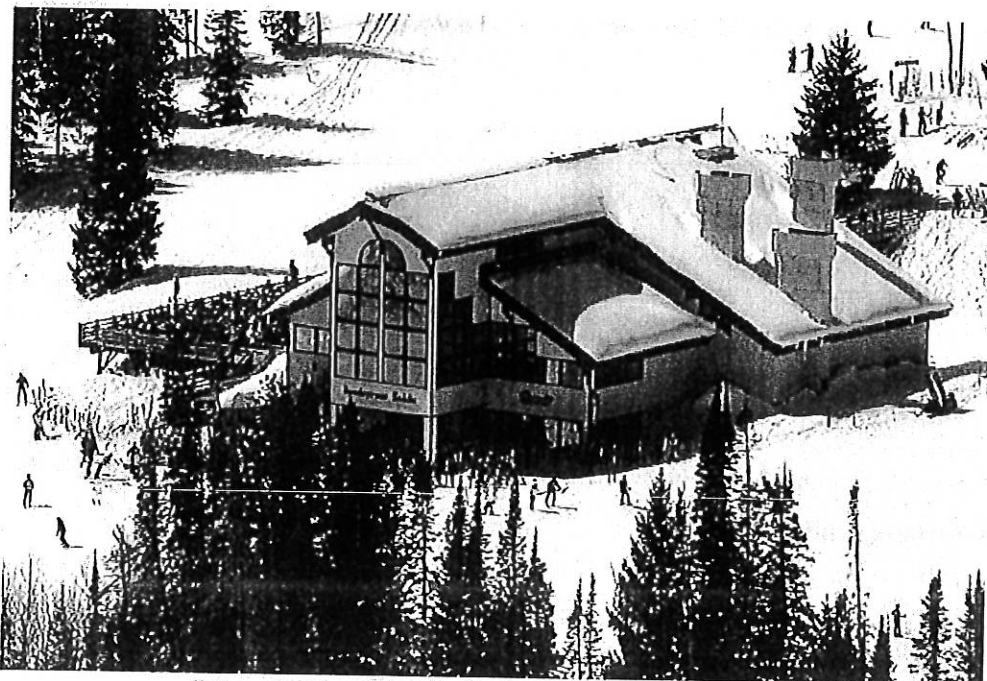


"Thunderhead" Area 2-Priest Creek Facility #1 – Steamboat Ski & Resort Corp.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN



"Thunderhead" Area 3 Four Points DAS Node 1
Facility #1 – Steamboat Ski & Resort Corp.



"Thunderhead" Area 4 Rendezvous DAS Node 2
Facility #1 – Steamboat Ski & Resort Corp.

MT. WERNER COMPLEX COMMUNICATIONS SITE MANAGEMENT PLAN

APPENDIX E – Inspection Checklist

“Mt. Werner Complex Annual Technical Inspection”

Date Inspected: _____ Time Inspection: _____
Permit Holder: _____ Authorization # _____
Site Technician: _____ Phone # _____
Number of Transmitters _____ License Posted _____

Please mark the following Items as Acceptable (A) or Unacceptable (U).

Electrical Wiring ----- (A) (U) Grounding ----- (A) (U)
Equipment Installation ----- (A) (U) Housekeeping ----- (A) (U)
Building Repair ----- (A) (U) Tower Repair ----- (A) (U)

Please mark the following Items as Yes (Y) or NO (N) or (NA)

Isolators ----- (Y) (N) (NA) Circulators ----- (Y) (N) (NA)
Cavities ----- (Y) (N) (NA) Terminators ----- (Y) (N) (NA)
Filters ----- (Y) (N) (NA) Lightning Protection ----- (Y) (N) (NA)

Comments:

Recommended Corrective Action:

Required Corrective Action To Be Taken:

Committee Representatives:

Forest Service Representatives:

Please make the required corrective action within the next 120 days.
Please make a written report of corrective action taken and submit to the FS. If you should have any
questions, please call the Forest Service office.

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR

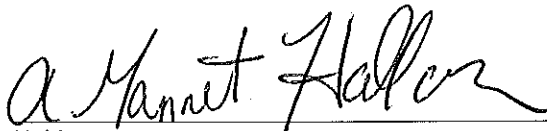
SPECIAL-USE AUTHORIZATION

Amendment#: 1

This amendment is attached to and made a part of the HBE425 special use authorization issued to the Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute on 11/21/2007 which is hereby amended as follows:

Remodel of the Storm Peak Lab to enclose 2 sections of the exterior decking, convert the garage to a guest instrument laboratory, remove the existing barn shed on the roof and replace with a 12' x 34' x 10' 4" (ht) second level. The primary remodel is within the existing footprint of the building but a 12' x 10' enclosed landing and ramp will be added to the front entryway to meet ADA standards for access to the building.

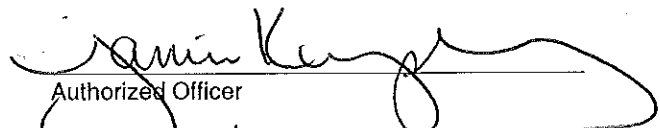
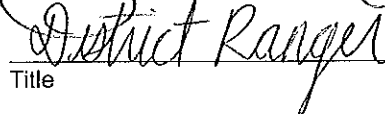
This Amendment is accepted subject to the conditions set forth herein, and to conditions attached hereto and made a part of this Amendment.


Holder

Holder

Date

10/25/2011


Authorized Officer

Title

Date

10/26/11

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



File Code: 2720
Date: March 2, 2018

Dear Authorization Holder,

Enclosed please find the signed and issued amendment to your communication site authorization. This communication site is located on Mt. Werner on the Hahns Peak-Bears Ears District of the Routt National Forest.

This amendment updates Exhibit B of the permit to the current Mt. Werner Complex Communications Site Management Plan which was signed and executed in August of 2016.

Keep this amendment with your other permit documents for your information and records. Please contact Janet Faller, Routt Zone Realty Specialist, at (970) 870-2174 or jfaller@fs.fed.us, if you have any questions or would like an electronic copy of the site management plan.

Sincerely,

CHAD STEWART
District Ranger



Auth ID: HBE425
Contact ID: UNEV
Use Code: 814

FS-2700-23 (v 10/09)
OMB No 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR

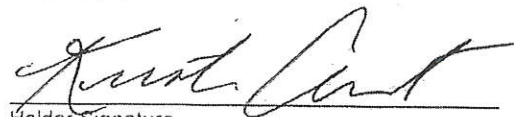
SPECIAL-USE AUTHORIZATION

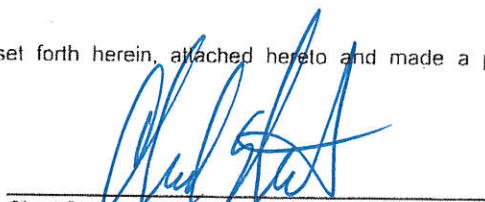
Amendment#: 2

This amendment is attached to and made a part of the special use authorization for HBE425 issued to UNIV OF NEVADA on 11/21/2007 which is hereby amended as follows:

Amendment updates Exhibit B of permit, Mt. Werner Communication Site Plan, to the new Mt. Werner Complex Communications Site Management Plan signed August 2nd, 2016.

This Amendment is accepted subject to the conditions set forth herein, attached hereto and made a part of this Amendment.


Holder Signature


Chad Stewart

Kristen Averyt
Printed Name and Title of Holder
President, DRI

District Ranger, Hahns Peak Bears Ears Ranger District
Medicine Bow Roul National Forests
Thunder Basin National Grassland

10/19/17
Date

11/17/17
Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Storm Peak Laboratory, Board of Regents, Nevada System of Higher Education, Desert Research Institute.
36500 Transmitter Site Road, County of Routt, State of Colorado, T6N, R83W, 6th P.M., SW1/4 Section 29.
Authorization ID: HBE425, Contract ID: DRI, Expiration Date: 12/31/2026, Use Code: 814.



Exhibit C
Equipment

| TAG NUMBER | WORKDAY ASSET ID | ACQUISITION DATE | ASSET DESCRIPTION | SERIAL NUMBER |
|----------------|------------------|------------------|--|-----------------------|
| 6.345080-00-S | BA-00015126 | 12/1/2003 | TRAILER - MAGENTA UTB32 | 4YXUR121631010355 |
| 6.355886-00-S | BA-00012710 | 1/18/2008 | 2007 UTILITY TRAILER - TRITON XTP128 | 4TCSU11287HX13066 |
| 6.359473-00-S | BA-00012768 | 9/13/2010 | 2010 DODGE RAM 2500 TRUCK | 3D7UT2CL7AG117846 |
| 6.605287-00-E | BA-00014944 | 11/1/1994 | SPECTROMETER PROBE, FORWARD SC - PARTICLE MEAS. SYST. FSSP-100 | 32841-1094-157 |
| 6.605479-00-E | BA-00015518 | 4/6/1995 | WEATHER STATION DATA LOGGER - CAMPBELL SCI CRIO | 24857 |
| 6.605625-00-S | BA-00014356 | 7/10/1995 | PARTICLE COUNTER CONDENSATION - TSI 3010 | 2001 |
| 6.605893-00-S | BA-00014575 | 9/19/1996 | PRECIPITATION PROBE, OPTICAL A - PARTICLE MEASURING OAP-260Y | 35205089604 |
| 6.606385-00-S | BA-00013983 | 2/3/1999 | MFR-7 SYSTEM - YANKEE ENVIRONMENTAL | 443 |
| 6.606386-00-S | BA-00014813 | 2/3/1999 | UVMFR-7 SYSTEM - YANKEE ENVIRONMENTAL | 398 |
| 6.606483-00-E | BA-00014571 | 4/30/1999 | PORTA COUNT - TSI 8020 | 40209 |
| 6.606740-00-E | BA-00014850 | 11/17/2000 | SCATTERING SPECTROMETER PROBE - PMS FSSP-100 | 41226-0800-176 |
| 6.606748-00-E | BA-00014718 | 8/17/2000 | OZONE ANALYZER - DASIBI 1008-AH | 7093 |
| 6.606749-00-E | BA-00014319 | 8/17/2000 | MULTI-GAS CALIBRATOR - DASIBI 5008 | 862 |
| 6.606772-00-E | BA-00014329 | 7/31/2000 | PARTICLE COUNTER - TSI 3025A | 1285 |
| 6.606773-00-S | BA-00014360 | 7/31/2000 | PARTICLE SIZER - TSI 3080 | 8159 |
| 6.606774-00-S | BA-00014361 | 7/31/2000 | PARTICLE SIZER - TSI 3321 | 1161 |
| 6.606980-00-S | BA-00013255 | 6/30/2001 | CLOUD DROPLET VIDEOMETER - FAB | NONE |
| 6.607209-00-P | BA-00013356 | 1/21/2003 | LAPTOP - GATEWAY 400XL | 28322857 |
| 6.607485-00-S | BA-00012596 | 5/5/2004 | 2005 SNOWMOBILE - SKIDOO TUV V-1000-E | YK3SFA5A75R000300 |
| 6.607877-00-E | BA-00013253 | 4/6/2006 | CLOUD CONDSTION NUCLEI COUNTER - DROPLET MSRMNT TECH | 1 |
| 6.607920-00-S | BA-00012624 | 3/20/2006 | SNOWMOBILE - 2006 SKIDOO TUV V-1000 | YH25FA6B46R000382 |
| 6.608063-00-S | BA-00013321 | 1/9/2007 | DESKTOP - DROPLET MEASUREMENT TECH HOT | D34017-002 |
| 6.608245-00-E | BA-00014540 | 9/21/2004 | PMS-OAP-2D-C - PMS-DMT | 14250489-15 |
| 6.608272-00-S | BA-00012740 | 1/8/2008 | 2008 YAMAHA NYTRO MTX SNOWMOBILES | JYE8HA0048A005381 |
| 6.608273-00-S | BA-00012741 | 1/8/2008 | 2008 YAMAHA NYTRO MTX SNOWMOBILES | JYE8HA00X8A001349 |
| 6.608311-00-S | BA-00012738 | 7/10/2008 | 2008 POLARIS RANGER ATV | 4XAWH68A182700524 |
| 6.608412-00-E | BA-00014854 | 9/11/2009 | SONIC ANEMOMETER - APPLIED TECH SATR/3SX | 91101 |
| 6.608447-00-S | BA-00014878 | 2/15/2010 | SCOUT TRACKED SNOWCAT - KASSBOHRER PISTEN BULLY | WKU5856507R010023 |
| 6.608547-00-E | BA-00013167 | 6/9/2011 | CHEMILUMINESCENT TRACE ANALYZR - THERMO ELEMENTAL 42I-TL | 1116648471 |
| 6.608548-00-E | BA-00013004 | 6/9/2011 | FLUORESCENT TRACE ANALYZER - THERMO ELEMENTAL 43I-TLE | 1116648472 |
| 6.608550-00-E | BA-00015175 | 6/15/2011 | SMPS SPECTROMETER - TSI 3936N76 | 71113233 |
| 6.608563-00-E | BA-00014810 | 7/22/2011 | UV PHOTOMETRIC OZONE ANALYZER - THERMO ELEMENTAL 49I | 1118249045 |
| 6.608611-00-E | BA-00012834 | 4/12/2013 | ANALYZER - PICARRO INC L2130-I | H1DS-2043 |
| 6.608612-00-E | BA-00012837 | 5/23/2012 | ANALYZER (RCP) - PEAK PERFORMER 1 | 515 |
| 6.608621-00-E | BA-00015350 | 6/26/2012 | ZERO AIR SUPPLY - THERMO FISHER SCI 1160 | (12)13952888 |
| 6.608638-00-E | BA-00012776 | 9/20/2012 | AMBIENT DATA SYSTEM - AGILAIRE 8872 | 145 |
| 6.608746-00-E | BA-00012992 | 3/28/2014 | CONDENSATION PARTICLE COUNTER - TSI 3776 | 3776111801 |
| 6.608882-00-S | BA-00014321 | 8/22/2016 | MULTIGAS CALIBRATOR - THERMO ENVIROMENTAL FRAQ70370 | 724023914 |
| 6.608907-00-S | BA-00015059 | 2/15/2017 | SPL AEROSOL INLET - FAB | |
| 6.SE00449-00-R | BA-00014098 | 4/30/2009 | LAPTOP - APPLE MBP 15.4/CTO MACBOOK PRO | W89142GF71C |
| 6.SE00449-00-R | BA-00014098 | 4/30/2009 | LAPTOP - APPLE MBP 15.4/CTO MACBOOK PRO | W89142GF71C |
| 6.SE00782-00-R | BA-00013401 | 2/23/2011 | LAPTOP - APPLE A1342 MACBOOK | 451081T2F5X |
| 6.SE00782-00-R | BA-00013401 | 2/23/2011 | LAPTOP - APPLE A1342 MACBOOK | 451081T2F5X |
| 6.SE00968-00-R | BA-00013558 | 4/11/2012 | LAPTOP - APPLE 15" MACBOOK PRO | CO2HH2QXDV7P |
| 6.SE00968-00-R | BA-00013558 | 4/11/2012 | LAPTOP - APPLE 15" MACBOOK PRO | CO2HH2QXDV7P |
| 6.SE01330-00-R | BA-00013500 | 1/10/2015 | LAPTOP - APPLE 15"/ZORD MACBOOK PRO | CO2P21VKG3QP |
| 6.SE01330-00-R | BA-00013500 | 1/10/2015 | LAPTOP - APPLE 15"/ZORD MACBOOK PRO | CO2P21VKG3QP |
| 6.SE01718-00-R | BA-00014606 | 12/27/2002 | DESKTOP - DELL PRECISION 530 | 77JN221 |
| 6.SE01718-00-R | BA-00014606 | 12/27/2002 | DESKTOP - DELL PRECISION 530 | 77JN221 |
| 6.SE01719-00-R | BA-00013527 | 5/17/2007 | LAPTOP - APPLE MACBOOK PRO | 87181C9W0L |
| 6.SE01719-00-R | BA-00013527 | 5/17/2007 | LAPTOP - APPLE MACBOOK PRO | 87181C9W0L |
| 6.SE00365-00-R | BA-00013770 | 12/27/2008 | LAPTOP - APPLE 13" MACBOOK | W88520NC1B5 |
| 6.SE00492-00-R | BA-00014901 | 7/9/2009 | VIDEO CONFERENCE UNIT - POLYCOM V500 IP | M80716020C3 |
| 6.SE00573-00-R | BA-00013735 | 1/15/2010 | DESKTOP - APPLE 2.53 MAC MINI CTO | YM9481W4B9X |
| 6.SE00678-00-R | BA-00013757 | 7/12/2010 | TABLET - APPLE MC497LL/A 64GB IPAD WIFI 3G | V502TAK8ETV |
| 6.SE00733-00-R | BA-00014721 | 9/28/2010 | SERVER - DELL R210 POWEREDGE | J828WN1 |
| 6.SE00737-00-R | BA-00012743 | 11/7/2010 | 2009 HONDA HS928TA SELF PROPELLED SNOWBLOWER | SZAS-1173070 |
| 6.SE00738-00-R | BA-00012742 | 11/8/2010 | 2009 HONDA HS928TA SELF PROPELLED SNOWBLOWER | SZAS-1173103 |
| 6.SE00825-00-R | BA-00014528 | 6/8/2011 | DESKTOP - DELL OPTIPLEX 990 MT | FMSNHQ1 |
| 6.SE00850-00-R | BA-00013528 | 7/11/2011 | LAPTOP - APPLE 13" MACBOOK PRO | CO2G30HBDH2M |
| 6.SE00912-00-R | BA-00013471 | 5/6/2012 | LAPTOP - DELL INSPIRON 14Z | 291MPS1 |
| 6.SE00937-00-R | BA-00014771 | 1/23/2012 | DESKTOP - DELL OPTIPLEX 990 MT | 4Y7SH51 |
| 6.SE00938-00-R | BA-00014502 | 1/23/2012 | DESKTOP - DELL OPTIPLEX 990 MT | 4Y8NH51 |
| 6.SE00939-00-R | BA-00014353 | 1/23/2012 | DESKTOP - DELL OPTIPLEX 990 MT | 4Y7TH51 |
| 6.SE01191-00-R | BA-00013533 | 10/7/2013 | LAPTOP - APPLE 13"/Z0MU MACBOOK PRO | C1MLH053DV31 |
| 6.SE01240-00-R | BA-00014775 | 4/2/2014 | LAPTOP - PANASONIC CF-53 TOUGHBOOK | AB01234567894BTA66099 |
| 6.SE01241-00-R | BA-00014776 | 4/2/2014 | LAPTOP - PANASONIC CF-53 TOUGHBOOK | AB01234567894BTA65257 |
| 6.SE01242-00-R | BA-00014774 | 4/2/2014 | LAPTOP - PANASONIC CF-53 TOUGHBOOK | AB01234567894BTA65246 |
| 6.SE01253-00-R | BA-00015113 | 5/12/2014 | TABLET - APPLE 64GB-MF013LL/A IPAD SILVER | DLXM83DYF4YK |

Use Agreement

This Use Agreement (“**Agreement**”) is entered into as of the ___ day of June, 2022 (the “**Effective Date**”) by and between the Board of Regents of the Nevada System of Higher Education, acting on behalf of the Desert Research Institute (“**DRI**”) and the University of Utah, a body politic and corporate of the State of Utah (“**UofU**”) (collectively, the “**Parties**”).

WHEREAS, DRI previously operated that certain mountain-top research facility commonly known as Storm Peak Laboratory (the “**Research Facility**”) on real property generally located in Routt County, Colorado (the “**Land**”), which Land is more specifically described in the Option Agreement (defined below);

WHEREAS, atmospheric research and other research that benefits from the unique physical attributes of the Land (collectively, the “**Research**”) have been conducted at the Research Facility for over 30 years;

WHEREAS, DRI determined in 2020 that DRI had no current need for the Research Facility and that DRI would not continue to operate the Research Facility;

WHEREAS, in order to ensure that there was no interruption of the operation of the Research Facility or of the Research being conducted at the Research Facility, including, without limitation, the collection of long-term environmental data of international renown, the Parties entered into a Memorandum of Agreement dated as of December 2, 2021 (the “**MOU**”), wherein DRI granted to the UofU, and the UofU accepted, certain rights and obligations concerning the use and operation of the Research Facility through June 30, 2022, all as set forth in the MOU;

WHEREAS, the U.S. Forest Service owns the Land, and DRI owns the Research Facility buildings and other physical improvements located on the Land, as well as certain equipment and other personal property located at the Research Facility (collectively, the “**DRI Property**”);

WHEREAS, pursuant to and consistent with discussions between the Parties at the time of execution of the MOU, DRI and UofU entered into an Option Agreement (the “**Option Agreement**”), a copy of which is attached hereto as Exhibit “A,” in which DRI granted to the UofU the right and option (the “**Option**”) to acquire the DRI Property, subject to and in accordance with the provisions of the Option Agreement.

WHEREAS, the UofU has exercised the Option pursuant to the Option Agreement;

WHEREAS, the closing of the conveyance of the DRI Property by DRI to UofU pursuant to the Option Agreement is scheduled to occur before the close of business on Thursday, June 30, 2022 (the “**Closing Date**”); and

WHEREAS, the Parties are entering into this Use Agreement pursuant to Section 2 of the Option Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DRI and UofU agree as follows:

1. Use of Research Facility by DRI. Although DRI has no current need for the Research Facility, should such need arise during the period commencing on the Closing Date through December 31, 2025, then, to the extent permitted by applicable law and applicable grant requirements, the UofU shall make the Research Facility available to DRI faculty during such period at all reasonable times, and at the same cost, scheduling availability and operations rules as that internally imposed on UofU faculty that are allowed use of the Research Facility.

2. Miscellaneous.

a. DRI and UofU are both governmental entities. Neither Party waives any defenses or limits of liability available under sovereign immunity and related governmental immunity laws (collectively, "**Sovereign Immunity Laws**") or other applicable law. Subject to and to the extent consistent with applicable Sovereign Immunity Laws, each Party shall be responsible for its own acts or omissions, and those of its authorized employees, officers, and agents while engaged in the performance of its obligations or the exercise of its rights under this Agreement. It is not the intent of either Party to incur by contract any liability for the negligent operations, acts, or omissions of the other Party and nothing in this Agreement shall be so interpreted or construed. No Party shall have any liability whatsoever for any act or omission of any other Party, its employees, officers, or agents. Both Parties hereby maintain all privileges, immunities, and other rights granted by Sovereign Immunity Laws and all other applicable law. Without limiting the generality of the foregoing, and notwithstanding any other provisions in this Agreement, any obligations of UofU herein to protect indemnify, defend, protect, and/or hold or save harmless will be subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "**Act**"), are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of UofU. Any attorney's fees payable by a Party under this Agreement are limited to reasonable attorney's fees. Without limiting the generality of the foregoing, and notwithstanding any other provisions in this Agreement, any obligations of DRI herein to protect indemnify, defend, protect, and/or hold or save harmless, and any claim sounding in tort against DRI shall be limited to the fullest extent allowed by NRS Chapter 41, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of DRI. DRI may raise the defense of sovereign immunity whenever applicable. In the event of any conflict or inconsistency between the provisions of this paragraph and any other provisions of this Agreement, the provisions of this paragraph shall prevail.

b. No determination by any court or any other body that any provision of this Agreement or any amendment thereof is invalid or unenforceable in any instance

shall affect the validity or enforceability of any other provision hereof. Each provision shall remain valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with applicable law.

c. This Agreement may only be amended by a writing signed by the Parties hereto.

d. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided only for convenience of reference and shall not be considered in construing their contents.

e. DRI and UofU hereby agree that both Parties were equally influential in preparing and negotiating this Agreement and each had the opportunity to seek advice of legal counsel prior to the execution of this Agreement. Therefore, DRI and UofU agree that no presumption should arise construing this Agreement more unfavorably against any one Party.

f. Each writing or drawing referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part of the Agreement.

g. UofU specifically warrants that 1) UofU is duly organized and validly exists under the laws of the State of Utah and 2) that this Agreement has been authorized by all necessary representatives of UofU, is validly executed by an authorized officer or agent of UofU and is binding upon and enforceable against UofU in accordance with its terms.

h. DRI specifically warrants that 1) DRI is part of the Nevada System of Higher Education (“NSHE”), which is governed by the Board of Regents of the Nevada System of Higher Education, and which is duly organized and validly exists as a public body under the laws of the State of Nevada and 2) that this Agreement has been authorized by all necessary representatives of NSHE and DRI, is validly executed by an authorized officer or agent of DRI and is binding upon and enforceable against NSHE in accordance with its terms.

i. The failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any rights or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such or any other covenants, agreement, term or condition. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

j. This Agreement may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and, together, will constitute one and the same agreement. A signed copy

of the Agreement delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on the following page]

**THE BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE
DESERT RESEARCH INSTITUTE**

By: _____

Name: _____

Title: Chancellor

By: _____

Name: _____

Title: President, Desert Research Institute

THE UNIVERSITY OF UTAH

By: _____

Name:

Title:

Exhibit A
[Attach copy of signed Option Agreement]

(Above Space for Recorder's Use Only)

Special Warranty Deed

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ACTING ON BEHALF OF THE DESERT RESEARCH INSTITUTE (Grantor), whose street address is _____, for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, in hand paid, hereby sells and conveys to THE UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah (Grantee), with a street address of 201 S. Presidents Circle, Salt Lake City, Utah 84112, the following real property in the County of Routt, Colorado and State of Colorado, to wit:

the buildings and other physical improvements located on the land described in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Research Facility Improvements**"),

and warrants the title to such Research Facility Improvements against all persons claiming under Grantor, subject to "statutory exceptions" as defined in Section 38-30-113(5)(a), C.R.S.

[Signature and acknowledgment on following page]

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

Legal Description of Land

Storm Peak Area 1:

Latitude/Longitude: 40° 27' 4" N, 106° 45' 6" W

Legal Description: T. 6 N., R. 84 W., sec. 25, 6th P.M.

Elevation: 10,520

Storm Peak Area 2 (Storm Peak Lab Building):

Latitude/Longitude: 40° 27' 18" N, 106° 44' 40" W

Legal Description: T. 6 N., R. 83 W., sec. 29, 6th P.M.

Elevation: 10,509