

ORDINANCE 372

APPROVING LEASE AGREEMENT WITH COMMNET FOUR CORNERS, LLC

WHEREAS, the Board of Trustees of the City of Creede (“Creede”) are granted the authority by C.R.S. § 31-15-713 to execute a lease of municipal property which is longer than one year; and

WHEREAS, the City of Creede’s zoning regulations include requirements regulating land usage within town and a Special Exception is needed to allow a deviation from the permitted use of a particular zoning; and

WHEREAS, the Board of Trustees finds this ordinance will thereby promote the health, safety and general welfare of the Creede community.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COUNTY OF MINERAL, STATE OF COLORADO, the following:

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board of Trustees.

Section 2. Lease Approved. The Board of Trustees hereby authorizes the Mayor to execute the Lease Agreement with Commnet Four Corners, LLC, attached as **Exhibit A**.

Section 3. Correction of Errors. City Staff is authorized to correct any typographical, grammatical, cross-reference, or other errors which may be discovered in any documents associated with this Ordinance and documents approved by this Ordinance provided that such corrections do not change the substantive terms and provisions of such documents.

Section 4. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or application of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Board hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, sub section, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

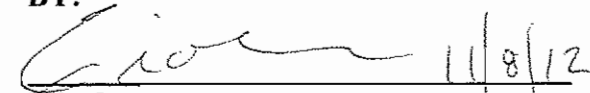
Section 5. Publication. The City Clerk is ordered to publish this Ordinance by posting notice of adoption of this Ordinance on final reading by title in at least three public places

within the City including the office of the City Clerk, which notice shall contain a statement that a copy of the ordinance in full is available for public inspection in the office of the City Clerk during normal business hours.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after following final passage.

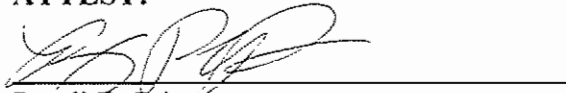
INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING, on this
6th day of November, 2012.

BY:



Eric Grossman,
Mayor

ATTEST:



Rañdi DePriest,
City Clerk

Exhibit A

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this 8th day of November, 2012, by and between **City of Creede**, with a notice address of 2223 N. Main Street, Creede, CO 81130 ("Lessor") and **Commnet Four Corners, LLC**, a Delaware limited liability company, with a notice address of 400 Northridge Road, Suite 325, Atlanta, GA 30350, Attn: Real Estate Notices ("Lessee").

RECITALS

Whereas, the City of Creede, Colorado desires to permit and facilitate the use of City property for such purpose subject to terms outlined below; and

Whereas, the City of Creede finds that there is a public benefit in providing cell phone coverage service and fair value in the monthly rent paid to the City by Lessee.

NOW, THEREFORE, for valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Property and Premises. Lessor is the sole owner of that certain real property and improvements thereon, located at Gnome Hill Water Tank, 2219 Gnome Hill Road, Creede, Colorado 81130 (Lessor's improvements and real property are collectively referred to herein as the "Property"), which Property may be further described in **Exhibit A** attached hereto and made a part hereof by this reference. Lessor hereby leases to Lessee, and Lessee leases from Lessor, on the terms and considerations set forth herein, space on the Property including ground space of approximately 20' by 30', and space over, under and across the Property for cables, appurtenances and related telecommunications equipment, as well as any easements required by Lessee for access, parking, cabling and utilities to all of Lessee's spaces, fixtures and equipment (collectively, the "Premises"), which may be further described in **Exhibit B** attached hereto and made a part hereof by this reference. The Premises may be more specifically described following a further survey and/or drawings by Lessee, which descriptions may modify, supplement or replace and supersede **Exhibit B**.

2. Use. Lessee shall have exclusive use of the Premises. The Premises shall be used by Lessee for the testing, construction, operation, maintenance, and replacement of communications facilities and all necessary appurtenances and uses incidental thereto ("Facilities"). The Facilities may include, without limitation, a monopole, tower, poles, antenna structures, antennas, dishes, cabling, equipment pads and shelters, radio transmission and computer equipment, utility and transmission lines, batteries, generators, other fixtures and equipment, gates, and fences. Lessee shall keep the Premises and all Facilities, or other equipment, in good repair at all times during the term of this Lease.

3. Tests and Construction. Lessee shall have the right at any time following the full execution of this Lease to enter upon the Property for the purpose of performing appropriate soils, environmental, and engineering tests, studies, surveys, borings, and ground inspections, and for other inspections and tests, and for constructing the Facilities. Upon request Lessor shall

furnish to Lessee copies of any existing title, soil, and environmental reports and any existing plans, approvals, surveys, maps and reports for the Property.

Term. The term of this Lease is ten (10) years commencing upon the date that Lessee commences construction of Lessee's Facilities ("Commencement Date").

5. **Rent.** Rent shall commence on the Commencement Date and shall be in the amount of \$500 per month. Rent for partial months may be prorated. On each anniversary of the Commencement Date, the monthly rent shall increase by an amount equal to three percent (3%) of the monthly rent in effect for the immediately preceding year and shall continue to be paid monthly. Lessor agrees to provide Lessee a fully completed and executed Form W-9 upon execution of this Lease.

6. **Construction; Utilities; Access.** (a) All of Lessee's construction and installation work related to the Facilities shall be performed in a good and workmanlike manner. Title to the Facilities shall be held by Lessee. Lessee has the right to make additions and replacements to the Facilities, however, Lessee shall not modify the tower or increase the size of the antennas without the consent of Lessor, such consent not to be unreasonably withheld. All of the Facilities shall remain Lessee's personal property and Lessee shall have the right to remove all or part of the same at any time, whether or not said items are considered fixtures and attachments to real property under applicable law. Lessee shall remove its Facilities within one hundred eighty (180) days after expiration or termination of this Lease. Notwithstanding any other provision of this Lease, if applicable, all foundations and underground wiring, cables, conduits, and appurtenances may remain upon and be surrendered with the Premises and shall then become property of the Lessor. Lessor shall cooperate with any reasonable request in making application for and obtaining of licenses, permits and all other necessary approvals that may be required for Lessee's intended use of the Premises. Lessor shall take no action which would adversely affect the Property or its use by Lessee. Lessor shall provide to Lessee documentation necessary for Lessee to comply with environmental and other governmental requirements.

(b) Lessee shall obtain all utilities to its equipment separately metered or shall have the right to submeter electricity and other utilities from existing utilities on the Property. Lessee shall have the right to access, install and obtain utility connections and lines over, under and across the Property. Lessor agrees to sign such documents or easements as may be required by utility companies to provide services to Lessee.

(c) Lessee, its employees, agents, contractors, guests and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, its employees, agents, contractors, guests and invitees a non-exclusive right and easement for pedestrian and vehicular ingress and egress from the nearest public roadway to the Premises and space for parking. Lessor shall maintain all access roadways from the nearest public right-of-way to the Premises.

7. **Provision of Cell Phone Coverage Service.** Lessee must actually provide cell phone coverage service, and failure to do so (except for reasons of casualty, force majeure or any other cause out of the reasonable control of Lessee) shall be a default by Lessee and allows the Lessor to terminate the Lease if such default is not cured.

8. **Interference.** Lessor agrees that Lessor and its tenants, licensees, employees, invitees or agents will not use any portion of Lessor's properties in any way which interferes with the operations of Lessee. Any interference by Lessor or any third parties shall be deemed a

material breach by Lessor, and Lessor shall, upon notice from Lessee, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Lessor shall take immediate action to cause such interference to be eliminated.

9. **Termination.** This Lease may be terminated as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that if the default may not reasonably be cured within a thirty (30) day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default; (b) by Lessee upon prior written notice if Lessee determines, in its sole discretion, that (i) any environmental, title, survey, soil boring or other report or test is unsatisfactory, (ii) Lessee does not obtain or maintain, in a form satisfactory to Lessee, any desired approval, permit, right or easement, or (iii) the Premises location or operations of the Facilities at the Premises no longer meet Lessee's economic, technological or business requirements, or (iv) because of changes in system design or system usage patterns, Lessee's use of the Facilities at the Premises is no longer consistent with the optimal operation of Lessee's communication system; or (c) Lessor elects to terminate lease if Lessee fails to provide cell phone coverage service as required by Section 7 above. Additionally, this Lease may be terminated at any time by Lessee in its sole discretion upon ninety (90) days prior written notice to Lessor.

10. **Restoration of Premises.** Immediately upon vacating the Premises, Lessee shall restore the Premises to substantially the same condition as when possession is taken, excepting reasonable wear and tear and use of the Premises for the purposes herein permitted. Lessee shall remove all of Facilities, materials, equipment, trash and any other substance placed, constructed, erected, released or disposed of on the Premises by the Lessee, including any employees, agents or assigns of Lessee, during possession of the Premises. Lessee shall further restore the grade, surface, vegetation and drainage of the Premises to substantially the same condition as existing prior to taking possession, excepting reasonable wear and tear.

Abandonment of Materials. Any materials remaining on the Premises, including but not limited to any Facilities, on the early of the expiration of this Lease or upon vacation of the Premises shall be deemed immediately abandoned and may be removed, recovered, sold or disposed at the sole discretion of the City of Creede. The Lessee shall indemnify and defend the City of Creede from any legal action brought by any third-party vendor against the City of Creede with regard to abandonment, removal, recover and/or disposition of any improvements which have been installed by such vendor.

12. **Destruction; Condemnation.** In the event the Facilities, Premises or other portions of the Property are damaged, destroyed, condemned or taken, so as to materially interfere with Lessee's use and occupancy thereof, Lessee shall be entitled to elect to terminate this Lease. In the event of emergency, damage or destruction to the Facilities or Premises, and subject to Lessor's consent, Lessee may place, install or erect additional equipment or facilities on the Property. The parties will each be entitled to pursue their own separate awards in any condemnation proceedings.

13. **No Waiver of Governmental Immunity.** Nothing in this Lease shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City of Creede, its officials, employees, contractors, or agents, or any other person acting on behalf of the City of Creede and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

14. **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City of Creede is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Lease. It is understood and agreed that this Lease does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Lease to the contrary, all payment obligations of the City of Creede are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City of Creede 's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City of Creede payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Creede, and other applicable law. Upon the failure to appropriate such funds, this Lease shall be terminated.

15. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facility, liability injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises. Liability policies shall name the Lessor as additional insured. No later than thirty (30) days or before occupation of Premises, whichever comes first, upon signing this Lease, the Lessee shall furnish to Lessor Certificates of Insurance in format and with insurers acceptable to the City Manager, evidencing all coverage.

16. **Indemnity.** Lessee expressly agrees to, and shall, indemnify and hold harmless Lessor and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and outside attorney's fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by the Lessee or any of its employees, agents, partners, or lessees, in encroaching upon the Premises, excluding those claims, damages, liability, or court awards that are the result of Lessor's negligence or willful misconduct. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Lessee shall indemnify Lessor for all claims, damages, liability, or court awards, including costs and outside attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim in whole or in part that all or any portion of the use of the Premises permitted by this Lease constitutes a dangerous and/or unsafe condition within a public right-of-way, excluding those claims, damages, liability, or court awards that are the result of the Lessor's negligence or willful misconduct.

17. **Non-Liability of Town for Indirect or Consequential Damages or Lost Profits.** Parties agree that Lessor shall not be liable for indirect or consequential damages, including lost profits that result from lessor's declaration that the Lessee is in default of the Agreement, so long as Lessor acts in good faith and provides Lessee with an opportunity to cure.

18. Title and Quiet Enjoyment. Lessor represents and warrants to Lessee that (a) Lessor has the sole and full right, power, and authority to execute and fulfill its obligations under this Lease and has obtained any and all consents required to enter into this Lease, and will provide Lessee with evidence of such authority; (b) Lessor is the sole owner and has good and marketable title to the Property free and clear of any liens, mortgages, or other encumbrances; (c) there is no agreement, covenant, condition or restriction relating to the Property which could affect Lessee's use of the Facilities or rights under this Lease and Lessor shall not allow any other commercial wireless telecommunications entities to use or occupy the Property; (d) there is direct legal ingress, egress and access from a public right-of-way across the Property to the Premises for Lessee's use for utilities, equipment, vehicles and pedestrians and (e) the Property is not in violation of any applicable laws, statutes, ordinances, rules, codes, regulations, or orders of federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the Property. Lessor shall not permit use of any portion of Lessor's properties which interferes with the operation of Lessee's Facilities. Lessor waives any lien rights it may have relating to the Facilities. Lessor shall provide prior written notice to Lessee in the event that Lessor assigns or otherwise transfer all or any part of its interest in this Lease or the Property. Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Lease and any extension thereof. For any encumbrance on the Property Lessor will promptly obtain from such encumbering entity a non-disturbance agreement stating that, so long as Lessee is not in default hereunder, this Lease will continue in full force and effect. Subject to the terms of this Lease, if at any time during the term of the Lease Lessor decides to sell or otherwise transfer all or part of the Property, of which the Premises is a part, to a purchaser other than Lessee, then such sale or transfer shall be subject to this Lease and Lessee's rights hereunder.

19. Right of First Refusal. If at any time during the term of the Lease, Lessor decides to sell, assign or otherwise transfer all or part of Lessor's rights or interest in the Lease, including but not limited to an assignment of the rental stream associated with this Lease, then Lessee shall have a right of first refusal to obtain such rights or interest in the Lease. If Lessor receives a bona fide written offer from a third party for all or part of Lessor's rights or interest in the Lease, Lessor shall immediately furnish Lessee with a copy of the offer, together with a representation that the offer is valid, genuine and true in all respects. Lessee shall have the right within sixty (60) days after it receives such copy and representation to match the offer with a substantially similar contract. If Lessee chooses not to exercise this right of first refusal, Lessor may sell or otherwise transfer all or part of the Lease or assign the rental stream pursuant to the offer, subject to the terms of this Lease and Lessee's rights hereunder, to the person or entity that made the offer provided that (i) the sale, transfer or assignment is on the same terms contained in the offer and (ii) the sale, transfer or assignment occurs within ninety (90) days of Lessee's receipt of a copy of the offer. In the event a third party does not timely close or modifies its offer, then Lessor shall re-offer to Lessee pursuant to the procedure above.

20. Hazardous Substances. Lessor and Lessee agree that they will not use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Property in violation of any law or regulation. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Materials from any and all sources introduced to the Property by Lessee. Lessor represents, warrants and agrees that there are no environmental liens against the Property and that there are no Hazardous Materials or underground storage tanks on or near the Property. Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and

employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Property by Lessee. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

21. Miscellaneous.

(a) This Lease constitutes the entire Lease and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties. Each of the parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

(b) This Lease shall be governed by the laws of the State in which the Property is located without regard to principles of conflicts of laws. If any provision of this Lease is adjudged to be invalid or unenforceable with respect to any party, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(c) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. Lessee may assign, sublet or otherwise transfer all or any part of its interest in this Lease or in the Premises.

(d) Any notice or demand required to be given herein shall be made by certified or registered U.S. mail, return receipt requested, or a nationally recognized overnight courier to the address of the respective parties first written above, or by hand delivery. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed given when deposited with a nationally recognized overnight courier or in the U.S. mail or otherwise upon actual receipt.

(e) If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property. In the event that Lessor fails to timely pay any real property taxes, assessments or deferred taxes, or liens against the Property, Lessee may, in its sole discretion, pay all or any taxes, assessments, or liens and may deduct the amounts of any such payments from rent that may be due to Lessor currently or in the future.

(f) Lessor acknowledges that upon request Lessor shall execute a memorandum of lease in recordable form which may be recorded by Lessee in the official records of the County where the Property is located. Lessee may obtain title insurance on its interest in the Premises and Lessor shall cooperate by executing reasonable documentation related thereto.

(g) In any case where the cooperation, approval or consent of Lessor is required, requested or otherwise to be given under this Lease, Lessor shall not unreasonably delay or withhold its cooperation, approval or consent.

IN WITNESS WHEREOF, the parties have executed this Lease.

LESSOR: City of Creede
LLC

LESSEE: Commnet Four Corners,
LLC

By: [Signature]
Title: MAYOR. ERIC GROSSMAN
Date: 11/8/12

By: [Signature]
Title: Mark Hansen
V. P. Network Support
Date: 11/14/12

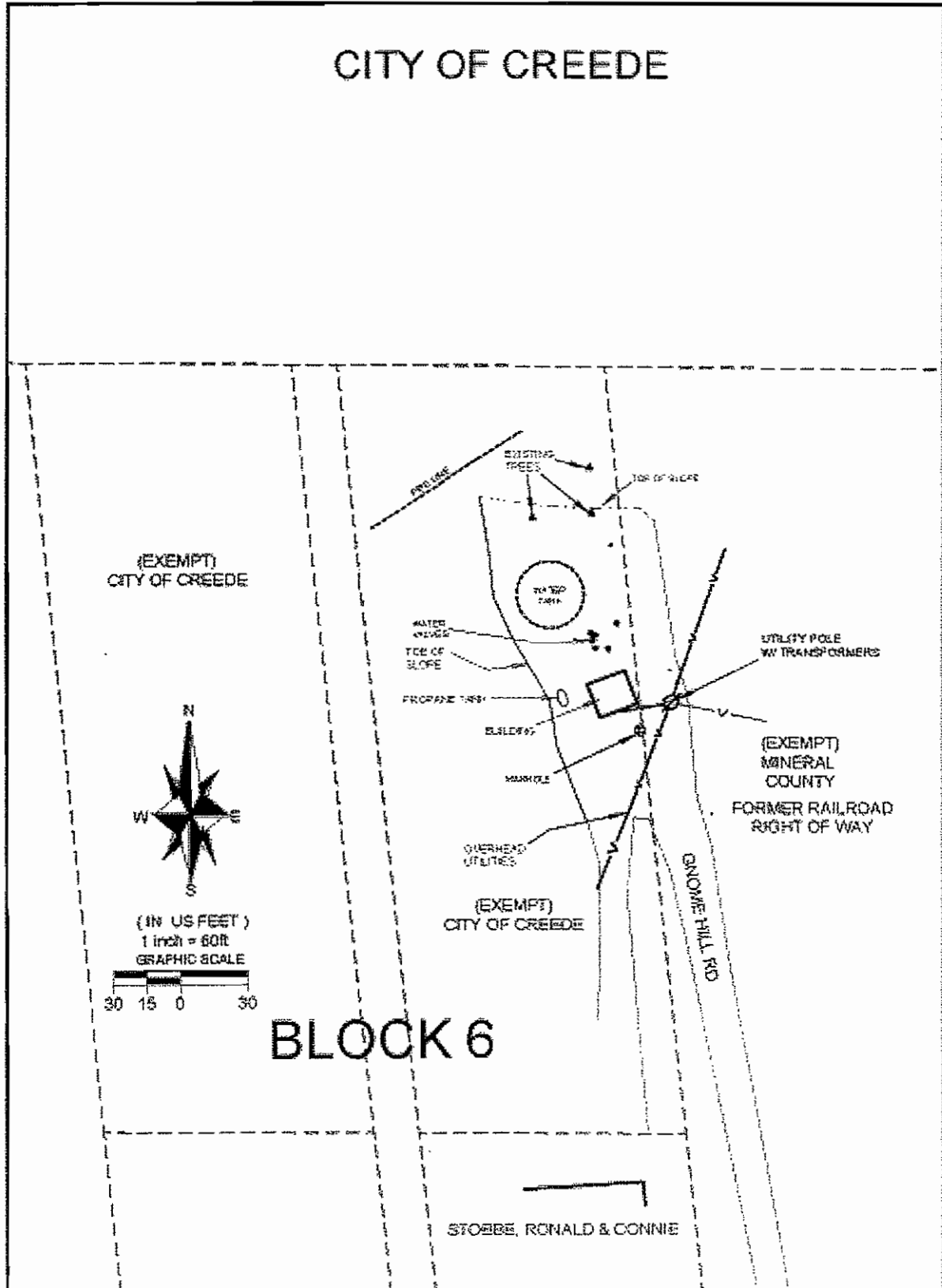
ATTEST: City of Creede


By: [Signature]
Title: City Clerk
Date: 11/8/12

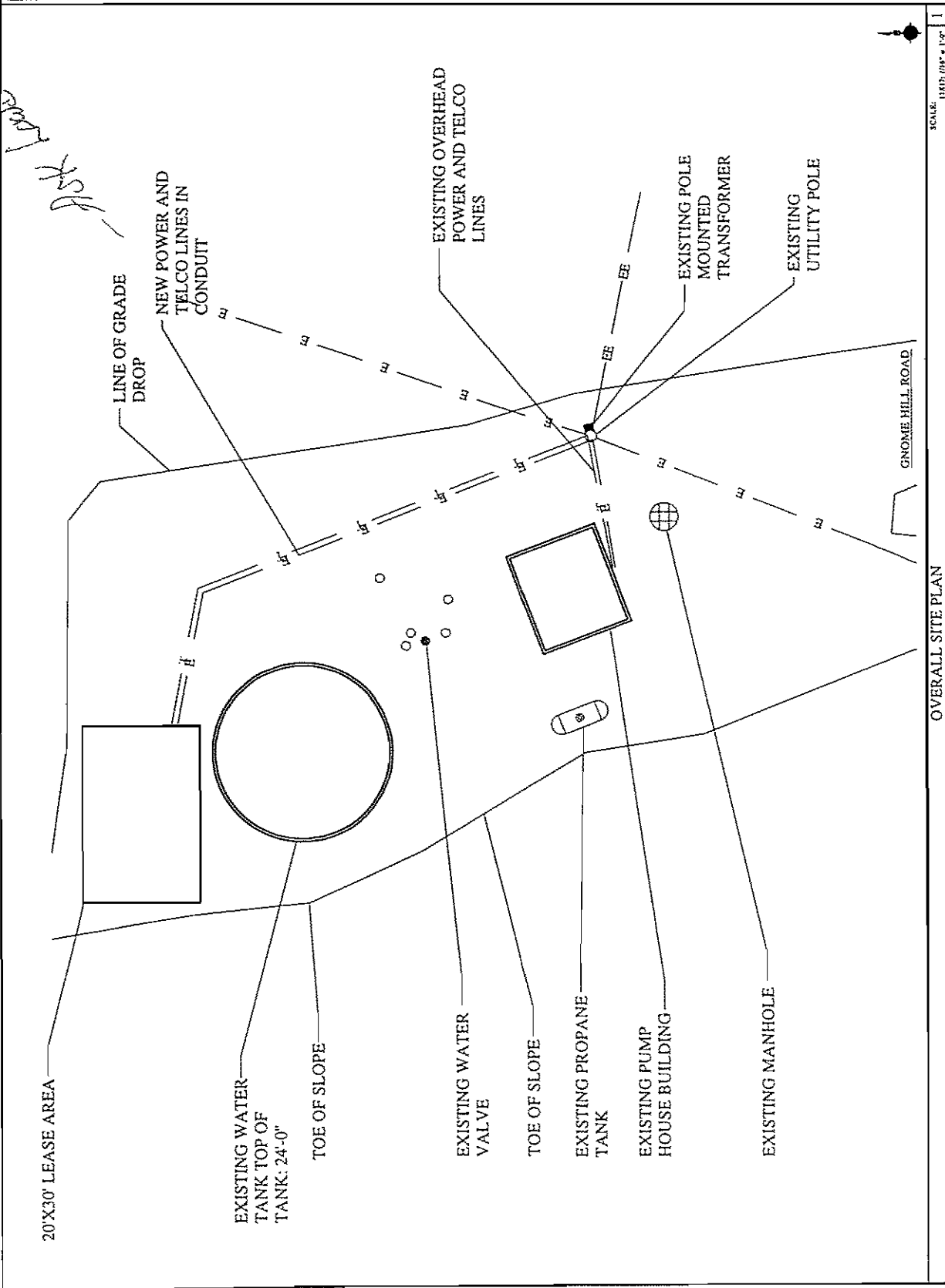
Original
on Commnet
File - RD

EXHIBIT A
DESCRIPTION OF PROPERTY

CITY OF CREEDE



 <p>Comnet Wireless 400 West 10th Street, Suite 325 Alameda, Georgia 30008 Phone: 478-338-5960 Fax: 478-338-5881</p>	<p>N@DESIGN</p> <p>1000 East Poudre Drive Ft. Collins, CO 80504 Phone: (970) 221-4444 Fax: (970) 221-1786 Email: ndesign@comnetwireless.com</p>	DESIGNER:	INCH:
		LEAD SR:	SCALE:
LEAD SCOPE:		SUBMITTALS	
NO.	DATE	DESCRIPTION	BY
0		LOGS/LEASE EXHIBIT	SKD
<p>THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THAT THE INFORMATION IS ACCURATE AND COMPLETE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.</p>			
DATE:	7/6/12	SITE NAME:	
CREEDE DT		COLORADO	
PROJECT:		RAWLAND	
SITE ADDRESS:		CREEDE WATER TANK	
GNOME HILL ROAD		CREEDE, CO	
SHEET TITLE:		OVERALL SITE PLAN (ALTWZ)	
SHEET NUMBER:		A-1	



Handwritten note: 11/20/12 to 11/20/12

SCALE: 1/4" = 1'-0"

OVERALL SITE PLAN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 101541--ALLI*-12-13	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sentry Insurance A Mutual Co		24988
INSURER B: N/A		N/A
INSURER C: N/A		N/A
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-006526341-01 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			90-18338-03	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: COMMNET SITE NAME: CREEDE DOWNTOWN, CO; ADDRESS: GNOME HILL WATER TANK, 2219 GNOME HILL ROAD, CREEDE, COLORADO 81130. CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CITY OF CREEDE ATTN: CITY MANAGER 2223 N. MAIN STREET CREEDE, CO 81130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sarah A. Stevenson <i>Sarah A. Stevenson</i>

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