



### TOWER(S)/STRUCTURE(S) REMOVAL AGREEMENT

This Agreement is made and effective as of the 4<sup>th</sup> day of Sept, 202018, by and between El Paso County, a political subdivision of the State Colorado, hereinafter referred to as "County," and Verizon Wireless, hereinafter referred to as "Applicant" is made pursuant to the provisions of the Land Development Code (LDC), and the authorities vested by the El Paso County Board of County Commissioners (Board) in the Executive Director, Planning and Community Development Department to establish and enforce zoning regulations pursuant to C.R.S. § 30-28-101 et. Seq., and to execute tower(s)/structure(s) removal agreement(s) and accept surety guaranteeing the tower(s)/structure(s) removal.

The purpose of this Agreement is to guarantee removal of towers/structures in association with a development in El Paso County, Colorado, in the event Applicant does not comply with approved requirements concerning tower(s)/structure(s).

#### RECITALS

WHEREAS, the "Applicant" is the (equitable/legal) owner of the tower/structure, or has legal right to enter upon the Property to install/remove the tower(s)/structure(s) identified in Exhibit A, said Removal Plan being stamped "Approved," dated 9-17, 2018, and filed in PCD File #COM-18-011;

WHEREAS, the Applicant desires to develop the Property according to the provisions of the LDC;

WHEREAS, in the interest of maintaining the public health, safety and welfare, the County desires to assure that the Property is developed in accordance with the development approval and with the requirements of the LDC, and therefore considers this Agreement to be in the best interests of the County; and

WHEREAS, the County and the Applicant desire to set forth in this Agreement their respective understandings and agreements with regard to tower(s)/structure(s) removal; and

WHEREAS, the Applicant wishes to supply surety guaranteeing the availability of funds to affect removal of tower(s)/structure(s) associated with this Project in the form of one of the following:

An Irrevocable Letter of Credit from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

Cashier's check in the amount of \$ \_\_\_\_\_

Certificate of Deposit for the amount of \$ \_\_\_\_\_

Performance Bond in the amount of \$53,000.00.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Applicant shall perform in accordance with the Approved Project Scope.
2. To secure and guarantee performance of its obligations as set forth herein, the Applicant is hereby providing surety in an amount covering all loss caused by Applicants relating to maintenance, replacement, removal or relocation of a Tower(s)/Structure(s) as set forth in the certified cost estimate(s) attached hereto as Exhibit B. This cost estimate must be provided & stamped "Approved" by an Engineer certified to conduct business in the State of Colorado. The surety shall not expire until and unless the use of the property changes, or is no longer needed.
3. Upon completion of Removal of Tower(s)/Structure(s) indicated by the Project Plan, and inspection by the County and a determination that the Project Plan has been completed in conformance with Project Plan Approved Documents, the surety provided will be released upon written request by the Applicant.
4. Should, upon expiration of project, the required removals not be completed by the "Applicant" the El Paso County Board of County Commissioners may draw upon the surety to complete the required removal(s).
5. Should the Applicant fail to remove tower(s)/structure(s) within the specified time frame, the Applicant/Owner authorizes right-of-entry onto the property by the County and others that may be necessary to remove said tower(s)/structure(s) in order to fulfill the requirements of this Agreement.
6. Violation of the terms of this agreement shall also constitute a violation of the Land Development Code and may be prosecuted as a violation pursuant to Chapter 11 of the Land Development Code.
7. This Agreement does not relieve the Applicant of any other obligations imposed by the Land Development Code and/or the Engineering Criteria (ECM) nor authorize any violation.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 17 day of September, 2018.

**APPLICANT**

STATE OF Utah )  
 COUNTY OF Salt Lake )

s.s.

Steve LeVar  
 Authorized Representative

9/4/2018  
 Date

Steve LeVar  
 Print Name

Director Network Field Engineering

Print Title

The foregoing instrument was acknowledged before me this 4th day of Sept., 20 18 by  
County of \_\_\_\_\_ . He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public



My Commission Expires

8/10/19



SEAL

Executed this 17 day of September, 2018, by:


BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By:   
Craig Dossey, Executive Director  
Planning and Community Development Department  
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this 17 day of Sept, 2018,  
by Craig Dossey, Executive Director of El Paso County Planning and Community  
Development Department.

Witness my hand and official seal.

My commission expires: 9-16-2022

  
Notary Public

Approved as to Content and Form:

  
Assistant County Attorney

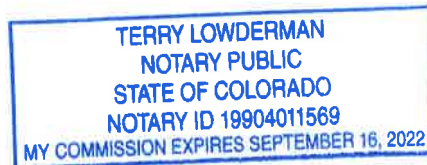


EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 12 SOUTH, RANGE 62 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT FOR THE SOUTH 70 FEET OF SAID PROPERTY.

**EXHIBIT B: TOWER/STRUCTURE REMOVAL COST ESTIMATE**

Cost estimate must be provided and certified by a licensed Structural Engineer licensed to conduct business in the State of Colorado. All cost estimates must include labor.

<b>LIST ALL TOWER EQUIPMENT/STRUCTURES REQUIRED FOR REMOVAL OR MAINTENANCE</b>	<b>REPLACEMENT COSTS</b>	<b>REMOVAL/RELOCATION COSTS</b>
Stamped quote attached with details.		\$52,314.13
<b>COLUMN TOTALS</b>		
	<b>TOTAL COST</b>	\$52,314.13



# Budgetary Quote

Date Quote #

1/30/2018 JR013018-2

Verizon Wireless  
P.O. Box 2167  
Folsom, CA 95763-2167

Site Name/Location

CSP Calhan

Project Description

Site Removal

Thank you for the opportunity to quote the following. Quote shall remain valid for 30 days.

Terms: Net 30

Quote Prepared By: Jeff Reynolds

Description	Qty	Rate	Total
<b>Labor:</b>			
Remove tower and shelter		14,250.00	14,250.00
Remove foundations below grade and site restoration		25,000.00	25,000.00
Crane rental for tower		3,250.00	3,250.00
Crane rental for shelter		3,500.00	3,500.00
<b>Materials:</b>			
Miscellaneous materials/consumables		1,250.00	1,250.00T
Permits		625.00	625.00
Estimated freight		4,375.00	4,375.00



All additional work will be billed per rate sheet. Taxes to be billed as actual.  
Site must be accessible by a 4-wheel drive vehicle under its own power.

**Subtotal** \$52,250.00

**Sales Tax (5.13%)** \$64.13

**Total** \$52,314.13

Phone #

Fax #

Web Site

719-632-8822

719-632-6848

www.ettower.com