

TOWER(S)/STRUCTURE(S) REMOVAL AGREEMENT

This Agreement is made and effective as of the 23rd day of October, 2018, by and between El Paso County, a political subdivision of the State Colorado, hereinafter referred to as "County," and SBA 2012 TC Assets, LLC, 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 of the Planning and Community Development Division (PCD Director) 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 _____, 20____, and filed in PCD File # _____;

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 \$ _____.

Removal Bond in the amount of \$44,300.00.

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 day of Oct., 2018.

PROPERTY OWNER(S)

STATE OF FLORIDA)
)
 COUNTY OF PALM BEACH)

s.s.

Ed Roach

 Authorized Representative Date

Ed Roach
 Print Name

Vice President
 Print Title

The foregoing instrument was acknowledged before me this 24th day of October, 2018 by Ed Roach, the Vice President of SBA 2012 TC Assets LLC, in the County of Palm Beach. He is personally known to me or has produced _____ as identification.

Danielle Tschuschke

Notary Public - Danielle Tschuschke

March 08, 2021

My Commission Expires

Commission #: GG 80998



SEAL

Executed this _____ day of _____, 20____, 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 _____ day of _____, 2017,
by _____, Executive Director of El Paso County Planning and Community
Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney



"WHERE QUALITY STILL COUNTS"

6390 E 49th Dr., Commerce City, CO 80022

Date: 10/23/2018

To: Mark Judson

SBA

RE: CO-46103-A UWSS Manitou Water

Proposal for Tower removal:

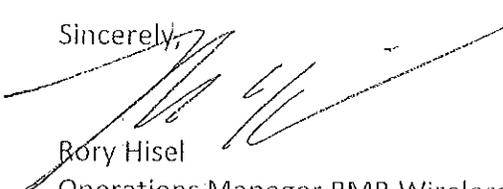
- Demo existing monopole and top 4 foot of foundation and dispose as required
- Demo existing fence and line post concrete as required and dispose
- Demo existing cellular equipment and return to carrier warehouse as required
- Demo existing power and telco equipment and AIP conduit as required
- Provide and install clean fill and seed to bring site to as close to original condition as possible
- Provide before and after photos

Material \$13,700.00

Labor \$30,600.00

TOTAL \$44,300.00

Sincerely,



Bory Hisel

Operations Manager RMR Wireless Division

Wyco Field Services, LLC

303-929-0335

