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El Paso County, CO



218031427

TOWER(S)/STRUCTURE(S) REMOVAL AGREEMENT

This Agreement is made and effective as of the 20 day of March, 2018, by and between El Paso County, a political subdivision of the State Colorado, hereinafter referred to as "County," and Vertical Bridge, 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 Planning and Community Development Division Director (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 January 9, 2018, and filed in PCD File # VA-17-006

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 \$35,000.

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 5th day of March, 2018.

PROPERTY OWNER(S)

STATE OF COLORADO)
) s.s.
 COUNTY OF EL PASO)

DocuSigned by:
Matthew Grugan 3/5/2018
 Authorized Representative Date

Matthew Grugan
Print Name

Senior Project Manager
Print Title

The foregoing instrument was acknowledged before me this 5th day of Mar., 20 18 by
County of _____ He she is personally known to me or has produced _____ as identification.

Rachel Williamson _____ **Rachel Williamson**
Notary Public
Oct. 17, 2018
My Commission Expires



SEAL

Executed this 20th day of MARCH, 20 18, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

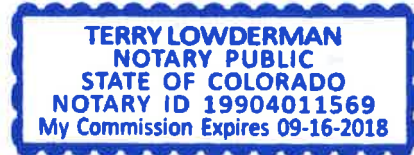
By: *Craig Dossey*
Craig Dossey, Executive Director
Planning and Community Development Department
Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this 20 day of March, ²⁰¹⁸~~2017~~,
by *Craig Dossey*, Executive Director of El Paso County Planning and Community
Development Department.

Witness my hand and official seal.

My commission expires: 9-16-18

Terry Lowderman
Notary Public



Approved as to Content and Form:

Yoni L. Seago
Assistant County Attorney

EXHIBIT A: LEGAL DESCRIPTION OF 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.

LIST ALL TOWER EQUIPMENT/STRUCTURES REQUIRED FOR REMOVAL OR MAINTENANCE	REPLACEMENT COSTS	REMOVAL/RELOCATION COSTS
Tower Removal		\$ 8,000
Slab(s) removed up to 1' below existing grade		\$ 9,000
Fence removal		\$ 3,500
H_Frame (power/telco rack) removal – making sure power line is properly terminated and safe/secured per code		\$ 5,000
T-Mobile equipment frame and equipment removal		\$ 5,500
Antennas & lines removal		\$ 4,000
COLUMN TOTALS		
	TOTAL COST	\$ 35,000



EPCPCD File # VA-17-006

Updated 12/21/17