

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

This Agreement is made and effective as of the 21 day of August, 2018, by and between El Paso County, a political subdivision of the State Colorado, hereinafter referred to as "County," and \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_, and filed in PCD File #VA 18-003;

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 \$ \_\_\_\_\_.

X Performance Bond in the amount of \$35,000.00.

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 day of \_\_\_\_\_, 20\_\_\_\_\_.

**PROPERTY OWNER(S)**

STATE OF Colorado )

COUNTY OF Jefferson )

s.s.

[Signature] 8/21/18  
 Authorized Representative Date

Dean Siskowski  
 Print Name

Market Manager  
 Print Title

The foregoing instrument was acknowledged before me this 21 day of August, 20 18 by \_\_\_\_\_, County of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

PATTI DARLENE KREPS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154025748  
MY COMMISSION EXPIRES JULY 1, 2019

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

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.

<b>LIST ALL TOWER EQUIPMENT/STRUCTURES REQUIRED FOR REMOVAL OR MAINTENANCE</b>	<b>REPLACEMENT COSTS</b>	<b>REMOVAL/RELOCATION COSTS</b>
Tower removal	N/A	\$8,000.00
Remove base slab	N/A	\$9,000.00
Remove equipment enclosure	N/A	\$6,000.00
Remove power and telco rack (properly terminating and securing per code)	N/A	\$5,000.00
Ground equipment removal	N/A	\$3,000.00
Antenna & line removal	N/A	\$4,000.00
<b>COLUMN TOTALS</b>		\$35,000.00
	<b>TOTAL COST</b>	\$35,000.00

**TOWER/STRUCTURE REMOVAL BOND**

Bond Number: **0219969**

KNOW ALL MEN BY THESE PRESENTS, THAT, **Sprint Spectrum Realty Company, LLC** as Principal, and **Berkley Insurance Company**, a corporation duly organized under the laws of the State of **Delaware**, as Surety, are held and firmly bound unto **El Paso County, 2880 International Circle, Suite 110, Colorado Springs, CO 80910**, as Obligee, in the sum of **Thirty-Five Thousand and 00/100 Dollars (\$35,000.00)** lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS the Principal has entered into a written agreement with the property owner for the placement of a tower or structure furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such towers or structures and which agreement is hereby specifically referred to and made part hereof, and

WHEREAS, the **El Paso County** requires the submission of a bond guaranteeing the maintenance, replacement, removal or relocation of said tower or structure located at **9755 Towner Avenue, Peyton, CO 80831 (Sprint Site ID# DN70XC032)**.

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to maintenance, replacement, removal or relocations of a tower or structure, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee by registered mail. Such cancellation shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of the termination. Provided that no action, suit or proceeding shall be maintained against the Surety on this bond unless action is brought within twelve (12) months of the cancellation date of this bond.

THIS BOND signed, sealed, dated on the **17<sup>th</sup>** day of **October, 2018**. To be effective the **15<sup>th</sup>** day of **October, 2018**.

**Sprint Spectrum Realty Company, LLC**

By: *Rachel C* Principal  
*Manager, Risk Management*

**Berkley Insurance Company**

By: *Cynthia L. Choren* Surety  
**Cynthia L. Choren, Attorney-In-Fact**

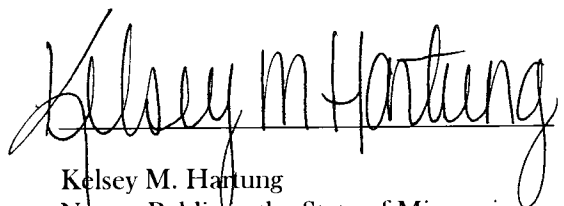
ACKNOWLEDGMENT BY SURETY

STATE OF Missouri  
City of St. Louis } ss.

On this 17th day of October, 2018, before me personally appeared Cynthia L. Choren, known to me to be the Attorney-in-Fact of Berkley Insurance Company

\_\_\_\_\_, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

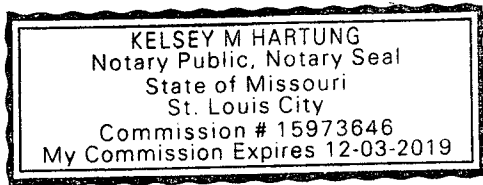
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Kelsey M. Hartung  
Notary Public in the State of Missouri  
City of St. Louis  
Commission Number: 15973646

My Commission Expires: December 03, 2019

(Seal)



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Pamela A. Beelman; Sandra L. Ham; Cynthia L. Choren; Debra C. Schneider; Heidi A. Notheisen; JoAnn R. Frank; Karen L. Roider; or Brittany D. Clavin of Marsh USA, Inc. of St. Louis, MO its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of February, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 17th day of February, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17th day of October 2018

(Seal)

Vincent P. Forte

WARNING: Any unperfected reproduction or alteration of this document is prohibited. The power of attorney is void unless all are readable and the certificate seal of the business is complete. The back of the original and verification must be in full ink.