

**FOR CLERK & RECORDER USE ONLY**

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

This Agreement is made and effective as of the 12th day of August, 2020, by and between El Paso County, a political subdivision of the State Colorado, hereinafter referred to as "County," and American Tower Management, LLC, a Delaware limited liability company, 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 Development Services Division Director (DSD 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 located at 14775 Black Forest Rd. Colorado Springs, CO 80908, 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 8/12/2020 and filed in DSD File # PPR2013;

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 \$40,000.00

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 12th day of August, 2020

**TOWER OWNER(S)**

STATE OF Massachusetts )  
COUNTY OF Middlesex )

s.s.

Authorized Representative

Date

Margaret Robinson

Print Name

Senior Counsel, for American Tower Management, LLC

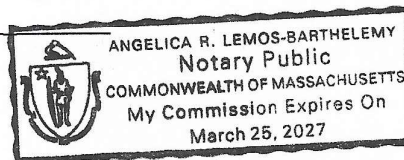
Print Title

The foregoing instrument was acknowledged before me this 30 day of 07, 2020 by Margaret Robinson, County of Middlesex.  
He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public

My Commission Expires

March 25, 2027



SEAL

PPR2013  
EPCDSD File # \_\_\_\_\_

COUNTY OF EL PASO. STATE OF COLORADO

*Craig Dossey*

Planning and Community Development Department Director

Craig Dossey

Print Name

August 12, 2020

Date

*Approved as to form:*

*Lori L. Seago*

*County Attorney's Office*

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

Part of the North Half of the Southwest Quarter (N½SW¼) of Section Thirty-two (32), Township Eleven (11) South, Range Sixty-five (65) West of the Sixth Principal Meridian, El Paso County, Colorado, particularly described as follows:

Beginning at a point distant N89°40'E 1,600.0 feet and N0°20'W 33 feet from the Southwest corner of the North Half of the Southwest Quarter (N½SW¼) of said Section 32, thence N0°20'W a distance of 208.7 feet to a point; thence N89°40'E a distance of 208.7 feet to a point; thence S0°20'E a distance of 208.7 feet to a point; thence S89°40'W 208.7 feet to the point of beginning, containing 1.0 acres of land.

Also, a right of way and easement thirty-three (33) feet in width for the construction, operation and maintenance of (a) a roadway suitable for vehicular traffic and (b) such aerial or underground electric power and communication lines, consisting of poles, wires, cables, conduits, guys, anchors, and other fixtures and appurtenances, the center line of which right of way and easement is described as follows:

Beginning at a point on the West boundary of the above described tract distant northerly 16½ feet from the Southwest corner thereof and running thence S89°40'W a distance of 1600.0 feet to a point on the West boundary of Section Thirty-two (32), Township Eleven (11) South, Range Sixty-five (65) West which is distant northerly 49½ feet from the Southwest corner of the North Half of the Southwest Quarter of said Section Thirty-two (32).

Being the same property described in that certain Warranty Deed, dated September 3, 1953, by Guy Eakle and Evangeline Eakle to American Telephone and Telegraph Company, recorded October 2, 1953, in Book 1400 at Page 163, records of El Paso County, Colorado.

## 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.

[illegible]