

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

This Agreement is made and effective as of the 18<sup>th</sup> day of DEC., 2017, by and between El Paso County, a political subdivision of the State Colorado, hereinafter referred to as "County," and Branch Towers III, 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 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, 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 12/18, 2017, and filed in DSD File # PPR-17-039


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 \$70,500.00.
- Chuck Broerman  
12/27/2017 10:59:44 AM  
Doc \$0.00 5  
Rec \$33.00 Pages

El Paso County, CO  
  
217155506

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 18 day of Dec., 20 17 .

**PROPERTY OWNER(S)**

STATE OF Oklahoma )  
COUNTY OF Tulsa )

s.s.

9/19/17

Authorized Representative

Date

Curtis R Broad

Print Name

President

Print Title

The foregoing instrument was acknowledged before me this 19 day of Sept, 20 17 by \_\_\_\_\_, County of \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public

My Commission Expires



**COUNTY OF EL PASO, STATE OF COLORADO**

[Signature]  
Planning and Community Development Department Director

Craig Dossey  
Print Name

12/18/17  
Date

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

Approved as to form:

*Yori L. Seago*  
County Attorney's Office

EXHIBIT A

**PARENT TRACT DESCRIPTION**

***Lot 6 except the westerly 30 feet in Block 1 in Toy Ranches Estates, El Paso County, Colorado. (WARRANTY DEED RECORDED IN DOCUMENT NUMBER 203196718, DEED RECORDS OF EL PASO COUNTY, COLORADO.)***

