

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

This Agreement is made and effective as of the 3rd day of March, 2020, by and between El Paso County, a political subdivision of the State Colorado, hereinafter referred to as "County," and Horizon Tower Limited Partnership-II, 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 July 11, 2019, and filed in DSD File #PPR-19-031;

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.

Chuck Broerman  
03/04/2020 11:46:04 AM  
Doc \$0.00 6  
Rec \$38.00 Pages

El Paso County, CO



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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 3rd day of March, 2020.

**LEASE HOLDER**

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA )

s.s.

Authorized Representative

2/10/20  
Date

John Kpaulica  
Print Name

CEO  
Print Title

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

*see Attached*

Notary Public

My Commission Expires

SEAL

*Tracey Garcia*

*LS*

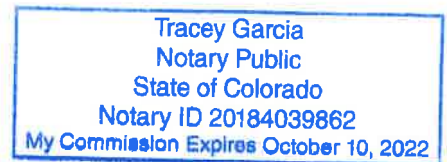
**COUNTY OF EL PASO, STATE OF COLORADO**

*Craig Dossey*  
Planning and Community Development Department Director

Print Name

Date

3/3/2020



*Signed before me on  
3rd of March 2020*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

On February 20, 2020 before me, Paul Buschini, Notary Public  
(insert name and title of the officer)

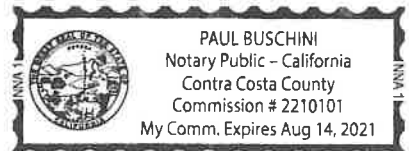
personally appeared John Kapulica,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



## EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

The land referred to in Exhibit A is situated in the County of El Paso, State of Colorado and is described as follows:  
All of Foster Lumber Subdivision, County of El Paso, State of Colorado.

### Lease Area/Access & Utility Easements

#### LEASE AREA

BEING A TELECOMMUNICATION LEASE PARCEL LYING WITHIN A PORTION OF THE SOUTHWEST 1/4 SECTION 17, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, N89°19'38"E, 2196.55 FEET; THENCE N00°40'22"W, 1260.14 FEET TO THE POINT OF BEGINNING; THENCE N15°24'36"W, 50.00 FEET; THENCE N74°35'24"E, 50.00 FEET; THENCE S15°24'36"E, 24.85 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING S15°24'36"E, 15.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING S15°24'36"E, 10.15 FEET; THENCE S74°35'24"W, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQ. FT. OR 0.057 ACRES MORE OR LESS.

#### ACCESS EASEMENT

BEING A STRIP OF LAND 20.00 FEET IN WIDTH LYING WITHIN A PORTION OF THE SOUTHWEST 1/4 SECTION 17, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N74°25'21"E, 32.50 FEET TO THE RIGHT-OF-WAY OF GOLDFIELD DRIVE AND THE END OF SAID STRIP OF LAND.

EXCEPT ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF GOLDFIELD DRIVE.

#### UTILITY EASEMENT

BEING A STRIP OF LAND 10.00 FEET IN WIDTH LYING WITHIN A PORTION OF THE SOUTHWEST 1/4 SECTION 17, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N74°25'21"E, 32.42 FEET TO THE END OF SAID STRIP OF LAND.

#### 15' UTILITY EASEMENT

BEING A STRIP OF LAND 15.00 FEET IN WIDTH LYING WITHIN A PORTION OF THE SOUTHWEST 1/4 SECTION 17, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, N89°19'38"E, 2,597.44 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE WESTERLY RIGHT-OF-WAY OF GOLDFIELD DRIVE, N15°04'30"W, 1,473.37 FEET; THENCE CONTINUING ALONG PARALLEL RIGHT-OF-WAY, N21°10'30"W, 444.15 FEET TO THE SOUTHERLY LINE OF A LEASE AGREEMENT RECORDED SEPTEMBER 2, 2003 AT RECEPTION NO. 203203888 ALSO BEING THE END OF SAID STRIP OF LAND.

SIDELINES OF SAID STRIPS OF LAND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT GAPS AND/OR OVERLAPS.

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>
See attached Letter from T2 dated July 11, 2019		
<b>COLUMN TOTALS</b>		
	<b>TOTAL COST</b>	35,000.00



July 11, 2019

El Paso County  
ATTN: Ms. Amy Folsom  
Centennial Hall  
200 South Cascade Street, Suite 100  
Colorado Springs, CO 80903-2208

**RE: Fountain Valley School Tower Decommission**

Dear Ms. Folsom:

We are writing this letter in response to a request that we provide a decommission letter recommending a bond amount for the referenced site. We've been informed that Hoss Consulting is planning to decommission the tower and we have prepared the following pricing to be used to obtain surety:

- Crane Rental \$10,000
- Heavy Equipment \$5,000
- Labor \$15,000
- Disposal \$5,000

Based on the above estimated costs, we have concluded that a bond in the amount of \$35,000 naming the County as the insured should be obtained by Hoss Consulting.

If you have any questions, please do not hesitate to contact this office.

Craig A. Russo, P.E. | Engineer  
**T-Squared Site Services**  
2500 Highland Road, Suite 201  
Hermitage, PA 16148  
724.308.7855 (o) | 724.333.0517 (m)

Digitally signed by Craig Russo  
DN: c=US, st=Pennsylvania,  
l=Hermitage, o=T-Squared Site  
Services, cn=Craig Russo,  
email=craig.r@t-sqrd.com  
Date: 2019.07.11 16:29:01  
-04'00'



**T-SQUARED SITE SERVICES**  
2500 Highland Road | Suite 201  
Hermitage, PA 16148 | 724.308.7855  
[www.t-sqrd.com](http://www.t-sqrd.com)