

## CMRS FACILITY REMOVAL AGREEMENT

This Agreement is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between El Paso County ("County"), a political subdivision of the State of Colorado, and Qwest Corporation ("Owner") and is made pursuant to the provisions of the El Paso County Land Development Code ("LDC") and the authorities vested by the El Paso County Board of County Commissioners in the Executive Director of the Planning and Community Development Department to enforce zoning regulations and to execute CMRS Facility Removal Agreements and accept collateral in connection therewith.

The purpose of this Agreement is to guarantee the removal of a Commercial Mobile Radio Service (CMRS) Facility, as required by the LDC and development application conditions of approval, upon abandonment of or expiration or revocation of the approval for the CMRS Facility.

### RECITALS

WHEREAS, the Owner either 1) owns the Property legally described in Exhibit A, attached hereto and incorporated herein by reference, upon which the CMRS Facility will be or has been constructed, or 2) has the legal right to enter upon the Property to install and remove the CMRS Facility and the legal authority to assign such rights of entry and removal to El Paso County, proof of which legal authority has been provided to the satisfaction of El Paso County; and

WHEREAS, the Owner is required by the LDC to provide adequate financial assurance to guarantee removal of the CMRS Facility in the event of abandonment of the Facility or expiration or revocation of the development approval; and

WHEREAS, the County and the Owner desire to set forth in this Agreement their respective understandings and agreement with regard to CMRS Facility removal; and

WHEREAS, the Owner wishes to provide adequate financial assurance to guarantee removal of the CMRS Facility in the form of one of the following:

\_\_\_\_ Irrevocable Letter of Credit from \_\_\_\_\_ in the amount of \$ \_\_\_\_.

\_\_\_\_ Cash or cashier's check in the amount of \$ \_\_\_\_.

X Performance Bond from Century Link in the amount of \$55,000.00.

Engineer's estimate  
indicates \$53,000.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Owner shall perform in accordance with all County approvals.
2. To secure and guarantee performance of its obligations as set forth herein, the Owner hereby provides collateral in an amount covering all loss caused by Owner relating to maintenance, replacement, removal or relocation of a CMRS Facility as set forth in the certified cost estimate attached hereto as Exhibit B and incorporated herein by reference. This cost estimate must be provided & stamped "Approved" by an Engineer certified to conduct business in the State of Colorado. The Owner shall not permit the collateral to expire until and unless the use of the property changes or the CMRS Facility is removed.
3. Upon completion of CMRS Facility removal 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 collateral provided will be released upon written request by the Owner.
4. Upon expiration of the project, should the required removals not be completed by the Owner, the County may draw upon the collateral to complete the required removals.
5. Should the Owner fail to remove the CMRS Facility within the specified time frame, the Owner hereby authorizes and grants right-of-entry onto the Property by the County or its agents to remove said CMRS Facility. This Agreement shall not be construed to impose any obligation upon the County to remove the CMRS Facility from the Property.
6. Violation of the terms of this Agreement shall also constitute a violation of the project approval and the LDC and may be prosecuted as such.
7. This Agreement does not relieve the Owner of any other obligations imposed by the LDC and/or the Engineering Criteria Manual nor authorize any violation of the same.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below.

### OWNER

Qwest Corporation

By: 

Name: Dennis Davis

Title: SENIOR MANAGER

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2019, by Dennis Davis, as Senior Manager of CentryLink DDA West Corporation

Witness my hand and official seal.

My commission expires: 8/2/22

Theresa C Curry

Notary Public

**THERESA C CURRY**  
Notary Public - State of Kansas  
My Commission Expires 8 2 22

**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 \_\_\_\_\_, 20\_\_\_\_, 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 form:

\_\_\_\_\_  
**County Attorney's Office**

# EXHIBIT A

**Legal Description:**

TRACT IN SW4SW4 SEC 32-11-62 AS FOLS, COM AT RE-ESTAB SW COR OF SD SEC, TH  
ELY ALG S SEC LN 920.50 FT, ANG L 90<00"00"" NLY 270.44 FT FOR POB, ANG L  
90<00"00"" WLY 104.35 FT, ANG R 90<00"00"" NLY 208.71 FT, ANG R 90<00"00"" ELY  
208.71 FT, ANG R 90<00"00"" SLY 208.71 FT, ANG R 90<00"00"" WLY 104.36 FT M/L TO  
POB TOGETHER WITH A 20 FT R/W EASEMENT FOR ENGRESS AND EGRESS AS DES IN  
BK 2339-206





Vertical Bridge REIT, LLC  
750 Park of Commerce Drive  
Suite 200  
Boca Raton, FL 33487  
561-948-6367  
VerticalBridge.com

## EXHIBIT B

June 28, 2019

Board of County Commissioners  
El Paso County  
200 South Cascade Avenue  
Suite 100  
Colorado Springs, Colorado 80903

**Re: US-CO-8035 PEYTON**  
**Wireless Communication Facility Removal Estimate**

Dear Sirs:

In accordance with a request from El Paso County, we have prepared an estimate for the removal of a telecommunications facility at the above-mentioned location. Estimated removal costs are tabulated below:

1. Remove 95' SST \$25,000
2. Remove Foundation (2' below grade) \$10,000
3. Remove Chain Link Fence \$ 4,500
4. Remove Shelter/buildings \$13,000
5. Restore Site, seed and straw disturbed area \$ 500
6. Restore Site Area \$ 5,600

Total \$53,000

If you have any questions regarding this matter you may contact me at 605-540-4621.

Very truly yours,

A handwritten signature in blue ink, appearing to read "M. T. De Boer", enclosed within a decorative, hand-drawn scalloped border.

Michael T. De Boer, PE

————— Must also bear seal.