

TOWER(S)/STRUCTURE(S) REMOVAL AGREEMENT

This Agreement is made and effective as of the _____ day of _____, 2019, by and between El Paso County, a political subdivision of the State Colorado, hereinafter referred to as "County," and American Tower Asset Sub, LLC, a Delaware limited liability company, hereinafter referred to as "ATC" 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 Executive Director of the Planning and Community Development Division (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 ATC does not comply with approved requirements concerning tower(s)/structure(s).

RECITALS

WHEREAS, the "ATC" 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 _____, 2019, and filed in PCD File # _____;

WHEREAS, the ATC 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 ATC desire to set forth in this Agreement their respective understandings and agreements with regard to tower(s)/structure(s) removal; and

WHEREAS, ATC 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.

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

1. The ATC shall perform in accordance with the Approved Project Scope.
2. To secure and guarantee performance of its obligations as set forth herein, the ATC is hereby providing surety in an amount covering all loss caused by ATC 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 ATC.
4. Should, upon expiration of project, the required removals not be completed by "ATC" the El Paso County Board of County Commissioners may draw upon the surety to complete the required removal(s).
5. Should ATC fail to remove tower(s)/structure(s) within the specified time frame, ATC/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 ATC 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 _____, 2019.

American Tower Asset Sub, LLC, a Delaware limited liability company

COMMONWEALTH OF MASSACHUSETTS _____)

COUNTY OF MIDDLESEX _____)



Authorized Representative
Margaret Robinson
Senior Counsel

5/20/19

Date

Print Name

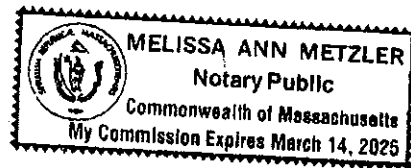
Print Title

The foregoing instrument was acknowledged before me this 20th day of May, 2019 by Margaret Robinson, County of Middlesex. He/she is personally known to me or has produced _____ as identification.

Melissa Ann Metzler

Notary Public
March 14, 2025

My Commission Expires



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.

[illegible]