

TOWER / STRUCTURE / EQUIPMENT REMOVAL BOND

Location of tower/structure/equipment:

DEVELOPMENT SERVICES DEPARTMENT

Site:
Bond #: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, and _____, a corporation duly organized under the laws of the State of _____ and authorized to do business in **Colorado** as Surety, are held and firmly bound unto **Board of County Commissioners of El Paso County, 200 South Cascade Avenue, Suite 100, Colorado Springs, CO 80903** as Obligee, the penal sum of _____ (\$ _____) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS, the Principal has entered into a written agreement with the property owner for the placement of a tower, structure or equipment furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such towers, structures or equipment and which agreement is hereby specifically referred to and made part hereof, and

WHEREAS, the **El Paso County Land Development Code, the conditions of approval of the removal of the tower, El Paso County Planning and Community Development Department File No. _____** and/or the property owner, requires the submission of a bond guaranteeing the maintenance, replacement, removal or relocation of said tower,

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to the maintenance, replacement, removal or relocation of a tower, structure or equipment, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee by certified mail. Such cancellation shall not affect any liability the surety has incurred under this bond prior to the effective date of the termination.

PROVIDED that no action, suit or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.

SIGNED this _____ day of _____, _____ to be effective _____.

ACKNOWLEDGMENT BY SURETY

STATE

OF

City of

} ss.

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the Attorney-in-Fact of

_____, the corporation

that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

My Commission Expires: _____ (Seal)

Notary Public