

**Bond No.**

**Tower Removal Bond**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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 obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at \_\_\_\_\_. Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at it Home Office located at \_\_\_\_\_ by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to \_\_\_\_\_ (Obligee).
3. 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.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

\_\_\_\_\_  
, Attorney-in-Fact