

Palm Beach County Zoning Division
2300 N. Jog Road
West Palm Beach, Florida 33411
Phone: (561) 233-5200
Fax: (561) 233-5165



TOWER / STRUCTURE REMOVAL BOND

Bond Number: _____

Site Number: _____

KNOW ALL BY THESE PRESENTS, That we _____, hereinafter called Principal, and _____, a surety company authorized to do business in the state of Florida, hereinafter referred to as Surety, are held and firmly bound unto Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Obligee in the full and just sum of _____ Dollars (\$_____) lawful money of the United States of America, to be paid to the Board of County Commissioners of Palm Beach County to which payment will and truly to be made we bind ourselves our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal is seeking approval for or has constructed a commercial communication tower pursuant to Article 4, Chapter B, Section 9, Commercial Communication Tower, of the Unified Land Development Code (ULDC) of Palm Beach County, Florida for the telecommunication _____ facility _____ located _____ at: _____.

WHEREAS, Article 4, Chapter B, Section 9, of the ULDC requires the Principal to provide a bond or other surety guaranteeing removal and disposal of the tower / structure at said location.

NOW, THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall comply with the requirements and time frames set forth in Article 4.B.9.G, of the ULDC regarding the removal and disposal of the tower, then this obligation is void; otherwise the sum herein stated shall be due and payable to county and Surety agrees to pay said sum immediately upon demand of Obligee, in good and lawful money of the United States of America, for failure of the Principal to comply with the Article 4.B.9.G, of the ULDC.

THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee. Such Cancellation shall not affect any liability that may have incurred under this bond prior to the effective date of the termination. In the event the bond is terminated, Principal has the obligation to replace the bond with a new bond or other surety approved by Palm Beach County. Failure of the Principal to obtain a replacement surety is a violation of the ULDC and subjects the Principal to enforcement proceedings as determined appropriate by the County.

PROVIDED, HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. Any claim against the Surety on this Bond shall be made by Obligee in writing within twelve (12) months from the effective date of the cancellation of this Bond.
2. Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement surety for its obligations, shall constitute a loss to Obligee recoverable under this bond.
3. No right of action shall accrue under this Bond to or for the use of a person or entity or corporation other than the Obligee, and its successors and assigns.

- 4. The aggregate liability of the Surety shall in no event exceed the aggregate penal sum of stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
- 5. If any conflict or inconsistency exists between the Surety's obligation or undertakings as described in the Bond and as described in any underlying permit, document or contract to which this bond is related, then the terms of the Bond shall prevail.

IN WITNESS WHEREOF, The said **Principal** and **Surety** have signed and sealed this instrument on this ____ day of _____, 20__.

This bond is effective the ____ day of _____, 20__.

Principal:

Surety:

Representative Signature

Representative Signature

Representative Printed Name

Representative Printed Name

Title

Title

Principal Company

Surety Company

Phone No.

Phone No.