



Comprehensive Planning Communication Tower Removal Bond

Bond # _____

That _____ as Principal, of _____, City of _____, County of _____, and _____ as Surety, a corporation incorporated and doing business under the laws of the State of _____ and licensed to conduct, transact and issue Surety business in the State of Nevada, are held and firmly bound to Clark County, Nevada, as Obligee, in the sum of _____ (\$ _____) Dollars, for the payment of the sum well and truly to be made, and jointly and severally bind themselves, their heirs, successors, assigns, executors, administrators and legal representatives firmly by these presents.

CONDITIONS

1. That pursuant to Chapter 30.03 of the Clark County Code, Principal, as a condition of placing a communications tower on property located at _____ (APN # _____), is responsible for taking all necessary steps to dismantle and remove the tower and to restore the site to its original condition, including the removal and disposal of all visible remnants and materials of and relating to the tower from the subject parcel within twelve (12) months of the date the tower is no longer in use.
2. That the amount of the security stated above shall be sufficient to provide for 100% of the costs for removal, storage or disposal of the tower or antenna and to restore the site to its original condition, including stabilization and re-vegetation as necessary, plus an additional 15% contingency.
3. If Obligee determines that the Principal has not met all of the requirements of the Clark County Code, then the Obligee reserves the right to demand payment from the Surety for removal and disposal, or storage, of the communications tower and restoration of the site. In the event a demand is made by Obligee, the sum stated herein shall be due and payable to Obligee and Surety agrees to pay the sum immediately upon demand of Obligee, for failure of Principal to comply with the requirements of the Clark County Code.
4. If all requirements of the Clark County Code, relating to the removal and disposal of the tower and restoration of the site, have been fulfilled and completed to the satisfaction of the Obligee as determined by an inspection by Obligee, this bond will be voided, otherwise this bond shall remain in full force and effect, unless cancelled as hereinafter provided.
5. This bond may be terminated or canceled by Surety by giving not less than sixty (60) days written notice to the Obligee, stating therein the effective date of such termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Principal that may have accrued under this bond as a result of default by Principal prior to the effective date of such termination.



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6. The provisions of this obligation shall be interpreted in a manner consistent with the requirements of the Clark County Code, including, but not limited to Chapter 30.03, which by this reference is incorporated herein.
7. Surety hereby waives notice of any changes, modifications, or additions to the obligations required of Principal in the Clark County Code.
8. Any deviations, additions, or modifications to the obligations of Principal to remove and dispose of the communications tower and to restore the site may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this bond.
9. 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.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, Nevada, this _____, _____.

PRINCIPAL: _____

SURETY: _____

BY: _____

BY: _____

State of Nevada
County of Clark

This instrument was acknowledged before me
on _____, 20_____,
By _____ as

(Principal).

State of Nevada
County of Clark

This instrument was acknowledged before
me on _____, 20_____,
By _____ as

(Principal).

NOTARY PUBLIC in and for said County
and State.

Notary Stamp:

NOTARY PUBLIC in and for said County
and State.

Notary Stamp:

BY: _____ Nevada Resident Agent _____

Nevada Resident Agent-Agency Name

City

State

Zip Code

Agency Street Address

Agency Phone Number