

Bond No.: \_\_\_\_\_  
Premium: \_\_\_\_\_

**WIRELESS/WIRELINE TELECOMMUNICATION FACILITY REMOVAL BOND**

WHEREAS, The City of Escondido, State of California, and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby Principal desires to construct, maintain and remove, if needed, certain wireless/wireline telecommunication facilities, dated \_\_\_\_\_ 20\_\_ (the "ROW-Maintenance Agreement"), and in accordance with City of Escondido Plan Number(s) \_\_\_\_\_, which is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the ROW-Maintenance Agreement to ensure that the wireless/wireline telecommunication facilities will be constructed, maintained and removed in accordance with the terms of the ROW-Maintenance Agreement and the Escondido Municipal Code, Chapter 33, Article 34 (Communication Antennas).

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Escondido, hereinafter called "City," in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bonded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the ROW-Maintenance Agreement and any alteration thereof made as therein provided on his, her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless said City its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

It is further agreed by and between the parties that, in the event the City deems it necessary to extend the time of completion of any requirements herein, an extension may only be granted by City in writing. Also, the City may agree in writing to reduce the amount required as security herein, if partial completion of the work has been obtained. However, such actions in either case shall in no way affect the validity of this security agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this security agreement, unless otherwise agreed by the City in writing. In all cases, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

It is further agreed by and between the parties that the City may increase the amount required as security herein, every five years from execution in accordance with the Consumer Price Index,

in a sum to be set and approved by the City Engineer as sufficient to ensure performance of the Principal's removal and maintenance obligations under the ROW-Maintenance Agreement.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the ROW-Maintenance Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, alteration or addition to the terms of the ROW-Maintenance Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on \_\_\_\_\_, 20\_\_.

NAME OF PRINCIPAL: \_\_\_\_\_

NAME OF PRINCIPAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Principal

BY: \_\_\_\_\_

Principal

NAME OF SURETY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Surety

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

(NOTE: ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY

MUST BE ATTACHED.)

