

SURETY AGREEMENT

THIS SURETY AGREEMENT, made this _____ day of _____, 20____, by and between HARFORD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter referred to as the "County"), and _____ (hereinafter referred to as "Principal").

WITNESSETH:

WHEREAS, Principal intends to construct a telecommunications tower, located at:

_____.

WHEREAS, pursuant to the Harford County Code, the tower must be utilized continuously for wireless communications; and

WHEREAS, Principal is obligated to dismantle and remove the tower in the event the tower ceases to be used for wireless communications for a period of six (6) months; and

WHEREAS, the Harford County Code further requires that the Principal shall deposit a surety with Harford County to ensure proper dismantling and removal of the tower and all associated accessory structures in accordance with Section 267-96(H) of the Harford County Code; and

WHEREAS, Principal is desirous of providing said surety to the County.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual promises and covenants set forth herein-below, and other good and valuable consideration, the parties hereto, their successors and assigns, agree as follows:

1. That pursuant to Section 267-96(H) of the Harford County Code, Principal is responsible for taking all necessary steps to dismantle the tower and remove and dispose of all visible remnants and materials from the subject parcel. The estimated amount of the surety shall be an amount equal to the cost estimate, approved by the Director of Planning and Zoning, for the removal of the tower, plus a fifteen percent (15%) contingency.

2. That the applicable estimated cost for removal, including the fifteen percent (15%) contingency, is _____, and the required surety shall be equal to one hundred percent (100%) of this amount.

3. That a cash bond, bond or letter of credit in the amount of _____ shall be submitted to the County prior to the issuance of a building permit. The cash bond, bond or letter of credit must be in a form approved by the County.

4. That the surety will be held by the County until the Principal has complied with the standards specified in Section 267-96(H) of the Harford County Code. If all requirements of the Harford County Code have been met as determined by an inspection by the Department of Planning and Zoning, the surety will be returned. If the County determines that the Principal has not met all requirements of the Harford County Code, then the County reserves the right to retain the surety for dismantling and removal of the tower.

5. That the Principal shall comply with all other applicable Federal, State and local laws.

6. That a building permit will not be issued or approved until said bond or letter of credit is posted with the County.

7. Principal further agrees to comply with all applicable sections of the Harford County Code as it relates to the dismantling and removal of the tower.

AS WITNESS our hands and seals as of the date first above written.

WITNESS:

Harford County, Maryland

BY: _____
Robert G. Cassilly
County Executive

WITNESS:

ENTITY NAME: _____

BY: _____
Authorized Representative

Name/Title of Authorized Representative _____

Mailing Address: _____

E-Mail Address: _____

Approved as to form and legal sufficiency.

Reviewed and concur.

Margaret Hartka date
Deputy County Attorney

Matt Kropp date
Director of Planning and Zoning