

FORM 11.A.9-12A  
(Art. 11.B.4.A.6)

CASH BOND

KNOW ALL MEN BY THESE PRESENTS:

That [I] [we], (developer's name), hereinafter called PRINCIPAL, tenders unto Palm Beach County, a political subdivision of the State of Florida, hereinafter called COUNTY, the full and just sum of \_\_\_\_\_ U.S. Dollars (\$\_\_\_\_\_), lawful money of the United States of America, to which payment well and truly made bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above bound PRINCIPAL has received approval from the COUNTY for the recording of a certain subdivision plat known as \_\_\_\_\_(plat name) \_\_\_\_\_, and such recording is prior to completion of construction of the Required Improvements as prescribed by the Subdivision, Platting, and Required Improvements Regulations, Article 11, Unified Land Development Code of Palm Beach County, Florida, hereinafter the REGULATIONS, pertaining to said subdivision; and

WHEREAS, PRINCIPAL has been issued Land Development Permit No. \_\_\_\_\_, hereinafter the PERMIT, for construction of said Required Improvements, a copy of which PERMIT is attached hereto and by reference made a part hereof; and

WHEREAS, it was one of the conditions of said REGULATIONS and PERMIT that this bond be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound PRINCIPAL shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill [its] [his] [their] obligation thereunder and under the plans therein referred to, then this obligation to be void; otherwise, to be and remain in full force and effect.

The PRINCIPAL and COUNTY agree that the County Engineer may, in writing, reduce the initial amount stated above in accordance with the requirements of said REGULATIONS.

The PRINCIPAL unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified by the PERMIT, all or any part of [its] [his] [their] obligation established by said PERMIT and the REGULATIONS, the COUNTY, upon thirty (30) days written notice from the COUNTY or its authorized agent to the PRINCIPAL or its authorized agent or officer, shall, at COUNTY'S option, have the right to complete

the PRINCIPAL'S obligation or, pursuant to public advertisement and receipt of bids, cause to be completed the aforesaid improvements in the case the PRINCIPAL should fail to or refuse to do so in accordance with the terms of the PERMIT. In the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be liable and the monies tendered hereby shall be used to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the terms and provisions of the PERMIT.

IN WITNESS WHEREOF, the PRINCIPAL has executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(CORPORATE PRINCIPAL)

\_\_\_\_\_  
[a Florida corporation][a (state) corporation,  
licensed to do business in Florida]

BY: \_\_\_\_\_  
(signature of Pres. or Vice Pres.)  
(typed name) - (title)

ATTEST:

\_\_\_\_\_  
(Signature of other corp. officer)  
(typed name) – (title)

(Corporate seal) (if available)

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

-OR-

(INDIVIDUAL PRINCIPAL)

WITNESS: \_\_\_\_\_  
(signature)  
(printed name)

BY: \_\_\_\_\_  
(typed name)

WITNESS: \_\_\_\_\_  
(signature)  
(printed name)

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

Revised 04/29/94, 01/11/05, 07/07/2011