FORM 11.A.9-12B (Art. 11.B.2.A.6) PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That [I] [we],(developer's name), hereinafter called
That [I] [we],(developer's name), 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 called COUNTY, in the full and just sum of U.S. Dollars
the full and just sum of U.S. 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 be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:
WHEREAS, the above bound PRINCIPAL, has received approval of COUNTY for recording of a certain subdivision plat known as(plat name) 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 with the terms and conditions of the PERMIT, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
The PRINCIPAL and COUNTY agree that the County Engineer may reduce the

THE SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the PRINCIPAL fails to perform all or any part of the construction work required by said PERMIT and REGULATIONS, within the time specified, the SURETY, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer, of the default, will forthwith

initial amount stated above in accordance with the requirements of the REGULATIONS.

perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to, engineering, legal, and contingent costs. Should the SURETY fail or refuse to perform and complete the said improvements, COUNTY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, or either, both at law and in equity including specifically specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

THE PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE that COUNTY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so in accordance with the terms of said PERMIT. In the event COUNTY should exercise and give effect to such right, the PRINCIPAL and SURETY shall be jointly and severally liable hereunder to reimburse 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 obligations for construction of Required Improvements pursuant to the REGULATIONS and PERMIT.

	WHEREOF, the PRINCIPAL and SURETY have executed these day of		
(CORPORATE PRIN	CIPAL)		
	[a Florida corporation][a <u>(state)</u> corporation, licensed to do business in Florida]		
ATTEST:	BY: <u>(signature of Pres. or Vice Pres.)</u> (typed name) - (title)		
(Signature of other co			
(Corporate seal) (if av	vailable)		
	ADDRESS:		

-OR-

(INDIVIDUAL	PRINCIPAL)		
WITNESS:_	(signature) (printed name)	BY:(typed name) PF	RINCIPAL
WITNESS:_	(signature) (printed name)		
		ADDRESS:	
(SURETY SI	GNATURE BLOCK)		
			(typed name) , SURETY
WITNESS:_	(signature) (printed name)	BY: (typed nar (power of	me) its attorney-in-fact attorney must be attached)
WITNESS:_	(signature) (printed name)	w	,
	. ,	ADDRESS:	

Revised: 05/16/94, 01/11/05, 07/07/2011