

\_\_\_\_\_  
Name of Corporate SURETY

\_\_\_\_\_  
Bond Number

PERMIT BOND )

STATE OF FLORIDA ) SS

COUNTY OF PALM BEACH )

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_("Permittee") as Principal, and \_\_\_\_\_, a surety company authorized to do business in the State of Florida ("Surety"), as Surety, are held and firmly bound unto Palm Beach County, a political subdivision of the state of Florida, through its Palm Beach County Board of County Commissioners, ("County"), in the sum of \_\_\_\_\_, dollars, lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, Permittee contemplates submitting or has submitted an application for an operating permit or a closure permit under the Unified Land Development Code, Article 14 Chapter B, Wellfield Protection, for the purpose of \_\_\_\_\_ (brief description of activity requiring permit); at \_\_\_\_\_ (facility address); and

WHEREAS, the term of said permit is that indicated opposite the block checked below:

Beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

Continuous, beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

WHEREAS, it is a condition precedent, pursuant to Article 14.B.7.B.4 Bond Required, to the issuance of a permit that a bond in the amount stipulated above be submitted with the permit application as a guarantee that Permittee will, if granted a permit, comply fully with all prohibitions, restrictions and requirements set forth in Article 14 Chapter B, and permit issued thereunder.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bounded Permittee shall indemnify County against all loss, costs, expenses or damage to it caused by Permittee's non-compliance with or breach of Article 14 Chapter B, pertaining to the permit issued to Permittee, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise the sum herein stated shall be due and payable to County, and Surety herein agrees to pay said sum immediately upon demand of County, in good and lawful money of the United States of America, for failure of Permittee.

Permittee is on notice that, pursuant to paragraph Article 14.B.7.B.4.d., this bond must be kept in full force and effect for the term of the permit and that claims may be made thereunder for one year after expiration or revocation of the permit, or voluntary cessation of the activity permitted thereunder and described above; and

Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond.

Permittee hereby acknowledges the content of the foregoing instrument and gives its full consent to all of the terms and conditions thereof. Permittee agrees that the sole liability of Surety is to distribute the reserved amount in accordance with the terms of the foregoing instrument and that Surety shall not be liable to Permittee for any action or for refraining from any action with respect thereto, if taken or refrained from in good faith. Surety shall be fully protected in relying on written disbursement requests which Surety reasonably and with good faith believes to be genuine and in conformity with the terms and conditions of the foregoing instrument.

IN WITNESS WHEREOF, the said \_\_\_\_\_ as "Permittee" herein, has caused these presents to be signed in its name, by its \_\_\_\_\_ (title) and attested by its \_\_\_\_\_ (title), under the corporate seal, and the said \_\_\_\_\_, as "Surety" herein, has caused these presents to be signed in its name, by its \_\_\_\_\_ and attested by its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: \_\_\_\_\_

(SEAL)

TITLE: \_\_\_\_\_  
(Attest as to the signature of Corporate Officer or Principal)

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(CORPORATE OFFICER OR PRINCIPAL)

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

(SEAL)

TITLE: \_\_\_\_\_  
(Attest as to the signature of Surety)

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(SURETY)

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared, \_\_\_\_\_, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purpose therein expressed.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

State of \_\_\_\_\_ at Large

My Commission Expires:

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Important: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.