

**PERFORMANCE BOND  
(Communication Tower)**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_, hereinafter called the "**Principal**", and \_\_\_\_\_, a surety company authorized to do business in the State of Florida, hereinafter called "**Surety**" are held and firmly bound to **SEMINOLE COUNTY**, a political subdivision of the State of Florida, in the full and just sum of \$\_\_\_\_\_, lawful money of The United States of America, to be paid to the Board of County Commissioners of **SEMINOLE COUNTY**, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden **Principal** has, as a condition precedent to the approval by **SEMINOLE COUNTY** of a communication tower (the "tower"), covenanted and agreed with **SEMINOLE COUNTY** to construct roads, streets, drainage, water distribution system and sewer system as well as sidewalks, and dismantle and remove the tower within a specified period of time in accordance with the requirements set forth in Section 30.1366 or any similar section dealing with the same subject matter, Seminole County Land Development Code, as same may be amended from time to time, (hereafter the "Code Requirements"); and

**WHEREAS**, bounden **Principal** hereby grants to **SEMINOLE COUNTY**, in accordance with the Code Requirements, a right of entry which runs with the land authorizing **SEMINOLE COUNTY** to enter upon **Principal's** property in the event that it becomes necessary in the event of abandonment for **SEMINOLE COUNTY** to remove the abandoned tower; and

**WHEREAS**, it is a condition precedent to the recording of said tower that this bond be executed:

**NOW THEREFORE**, the conditions of these obligations are such that if the bounden **Principal** fully complies with all of the Code Requirements within the time therein specified and in every respect fulfills all obligations under the Code Requirements, and indemnifies and holds harmless **SEMINOLE COUNTY** against or from all claims, costs, expenses, damages, injury, or loss, including, but not limited to, engineering, legal and contingent costs which **SEMINOLE COUNTY** may sustain on account of the failure of the **Principal** to perform in accordance with the Code Requirements, then this obligation shall be deemed released. Otherwise all provisions of this bond shall be and remain in full force, effect and virtue.

The **Surety** unconditionally covenants and agrees that if the **Principal** fails to perform all or any portion of the Code Requirements, within the time specified, the **Surety** upon forty-five (45) days written notice from **SEMINOLE COUNTY**, or its authorized agent or officer, of the default, will forthwith perform the obligations 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, **SEMINOLE COUNTY**, in view of the public, interest, health, safety and welfare factors involved and the inducement in approving the tower, shall have the right to resort to any and all legal remedies against the **Principal** and the **Surety**, or either, both at law and in equity, including specifically specific performance, to which the **Principal** and **Surety** unconditionally agree.

The **Principal** and the **Surety** further jointly and severally agree that **SEMINOLE 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** shall fail or refuse to do so. In the event **SEMINOLE COUNTY** should exercise and give effect to such right, the **Principal** and the **Surety** shall be jointly and severally liable hereunder to reimburse **SEMINOLE 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 the dismantling and removal of the tower in accordance with the Code Requirements.

**IN WITNESS WHEREOF**, the **Principal** and the **Surety** have executed these presents this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Address: \_\_\_\_\_ (SEAL)  
Principal (PRINT NAME)

By: \_\_\_\_\_, Its \_\_\_\_\_  
(If Corporation (PRINT NAME) (TITLE)

ATTEST: \_\_\_\_\_, Its \_\_\_\_\_  
(If Corporation) (PRINT NAME) (TITLE)

CORPORATE SEAL

\_\_\_\_\_  
Surety (PRINT NAME)

Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Its Attorney-in-Fact (PRINT NAME AND TITLE)

ATTEST: \_\_\_\_\_  
(PRINT NAME)