

PERMIT BOND)
(Bonds are required for approved Excavation)

STATE OF FLORIDA) SS

COUNTY OF PALM BEACH)

Bond No. _____)

(Indicate applicable bonds below)

Zoning Bonds (Submit Bond(s) separate from ERM Bonds prior to DRO Certification, to the DRO (2nd Floor, Zoning).

- Upland Planting (*)
- Upland Reclamation Area

ERM Bonds (Submit Bond(s) separate from PZB Bonds to the Director of ERM (4th Floor) and a copy to the Zoning Division file).

- Littoral Planting (*)
- Excavated Area

Land Development Bond (Contact PBC Land Development at 561-684-4090)

- Road Maintenance and Repair (with Haul Permit)

KNOW ALL MEN BY THESE PRESENTS: That, we the undersigned, _____ (“Applicant”) hereinafter referred to as Principal, and _____ (“Surety”), 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, 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 Palm Beach County to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, APPLICANT AS the ABOVE BOUNDED Principal, contemplates submitting or has submitted an application for a Notice of Intent to Construct for Excavation or an administrative waiver under the Unified Land Development Code (ULDC), Article 4, Chapter B, Section 10, Excavation Uses, for the purpose of operation of a limestone aggregate mine, more specifically the excavation of _____ pursuant to Resolution No. _____;

- WHEREAS, the term of said permit is that indicated opposite the block checked below:
- Beginning when the Notice of Construction has been issued and construction has begun and lasting for 75 years thereafter.
 - Continuous, beginning the _____ day of _____, 20____, and

WHEREAS, it is a condition precedent, pursuant to ULDC, Article 4.B.10.B.7.d, Performance Guarantee Requirement, prior to approval of a Notice of Intent to Construct that a bond in the amount stipulated above be submitted with the application as a guarantee that the Applicant will, if granted an approval, comply fully with all prohibitions, restrictions and requirements set forth in Article 4 Chapter B, Section 10, and conditions of approval issued thereunder.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bounded Principal has in all respects complied with the requirements of the ULDC described above and shall indemnify and save harmless Palm Beach County against all claims costs expenses, damages, injury or loss caused by the Applicant’s non-compliance with or breach of Article 4 Chapter B, Section 10, pertaining to the approval issued to the Applicant, 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 the failure of Applicant to comply with the provisions of Article 4, Chapter B, Section 10, of the Unified Land Development Code.

APPLICANT IS ON NOTICE THAT, pursuant to paragraph Article 4.B.10.B.7.d.7, Duration and Release, the guarantee for the **excavated area** and **upland reclamation area** of Type III Excavations may be reduced once the “as-built” plan is approved. However, the guarantee shall continue to cover the **upland planting and littoral planting areas** until released.

Excavated Areas for Type III Excavations; At the request of the applicant, the guarantees shall be released by ERM, after DRO certification of the final “as-built” reclamation plan, in accordance with Article 4.B.10.C.5.g, Use Approval and Procedures.

Upland Reclamation Area; At the request of the applicant, the guarantees shall be released by PZB, after DRO certification of the final “as-built” reclamation plan, in accordance with Article 4.B.10.B.7.c.5, Area of Record.

Littoral and Upland Planting Reclamation Areas; The guarantees shall remain in effect a minimum of 730 days (two years) after reclamation is completed in accordance with all requirements of ULDC Article 4.B.10. Guarantees shall not be released until approved plats or separate instruments are recorded and proof of recordation is provided to ERM and PZB, pursuant to Article 4.B.10.B.7.d, Performance Guarantee Requirements. Following verification of successful completion of reclamation through approval of the submitted as-builts, area of record, monitoring reports, and site inspection(s) by ERM and PZB, as applicable, guarantees shall be released.

Road Maintenance and Repair; The guarantee shall be released by the County Engineer and any applicable road maintenance authority after certification of the final phase of the as-built plan and upon final inspection and acceptance of the repair, maintenance and condition of the streets within the radius of impact.

This bond may be cancelled only upon a 60 day written advance notice and acceptance of the cancellation by the Planning Zoning and Building Department (PZB) or Environmental Resources Management (ERM). Cancellation shall only be accepted by the County upon the submission by the Applicant of a replacement surety approved by the County (ULDC 4.B.10).

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 **providing that the amount of the bond shall be adjusted annually in accordance with the Consumer Price Index as published by the United Sates Government and approved by the County Attorney (ULDC 4.B.10).**

Applicant hereby acknowledges the content of the foregoing instrument and gives its full consent to all of the terms and conditions thereof. Applicant 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 Applicant 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.

The Applicant and the Surety further jointly and severally agree that Palm Beach County has the right at its option to use the proceeds of the bond for corrective work or to fulfill applicant’s reclamation, reconstruction or maintenance obligations as set forth in the ULDC.

Should the County find it necessary to use the bond for corrective work or to fulfill the applicant’s reclamation, reconstruction or maintenance obligations as set forth in the ULDC, the applicant shall be financially responsible for all legal fees and associated costs incurred by the County in recovering its expenses from the Surety.

IN WITNESS WHEREOF, the said _____ as “Applicant” 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)
(Attest to the signature of Corporate Officer or Principal)

TITLE: _____ COMPANY: _____

By: _____
(CORPORATE OFFICER OR PRINCIPAL)

TITLE: _____

ATTEST: _____ (SEAL)
(Attest to the signature of Attorney-in-Fact)

COMPANY: _____

By: _____
(CORPORATE OFFICER OR PRINCIPAL)

TITLE: _____

STATE OF _____
COUNTY OF _____

Before me personally appeared _____

To me well known

Produced ID _____

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

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.

***Littoral and Upland Planting Reclamation Areas.** The guarantees shall remain in effect a minimum of 730 days (two years) after reclamation is completed in accordance with all requirements of this Section. Guarantees shall not be released until approved plats or separate instruments are recorded and proof of recordation is provided to ERM and PZB, pursuant to Article 4.B.10.B.7.d., Performance Guarantee Requirements. Following verification of successful completion of reclamation through approval of the submitted as-builts, area of record, monitoring reports, and site inspection(s) by ERM and PZB, as applicable, guarantees shall be released.

**All Purpose
Certificate of Acknowledgement**

State of _____

County of _____

On _____ before me, _____
Date Name of Notary Public

Personally appeared _____
Names(s) of signer(s)

_____ personally known to me OR

_____ proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature of Notary Public

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ___ Individual(s)
- ___ Corporate Officer:
- ___ Title(s)
- ___ Partner(s)
- ___ Attorney-in-Fact
- ___ Trustee(s)
- ___ Subscribing Witness
- ___ Guardian/Conservator
- ___ Other: _____
- _____
- _____
- _____

SIGNER IS REPRESENTING:

Name of person(s) or entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT(S)

Type of Document

Document Number

Document Date

Signer(s) Other than named above

ADD POWER OF ATTORNEY