

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

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

PERFORMANCE GUARANTEE/ BOND)

STATE OF FLORIDA ) SS

COUNTY OF PALM BEACH )

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_ ("Applicant") 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, Applicant contemplates submitting or has submitted an application for a Protection of Native Vegetation Approval under the Unified Land Development Code, Article 14 Chapter C, Protection and Preservation of Native Vegetation (PNV), for the purpose of removing native vegetation and to ensure that the conditions under the required PNV Approval to be issued are completed at \_\_\_\_\_ (address or PCN); 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.C.7.C.9. Performance Guarantee Required for Tree Mitigation or Restoration, to the issuance of a PNV approval that a performance guarantee in an amount equal to 125 percent of the replacement value of the trees listed on the approved Vegetation Disposition Chart pursuant to Palm Beach County's Department of Environmental Resources Management (ERM) PPM # EV-O-308 be submitted with the PNV application as a guarantee that Applicant will, if granted an approval, comply fully with all obligations under the PNV.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bounded Applicant shall indemnify County against all loss, costs, expenses or damage to it caused by Applicant's non-compliance with or breach of Article 14 Chapter C, pertaining to the PNV approval issued to 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 failure of Permittee.

Applicant is on notice that, pursuant to paragraph Article 14.C.7.C.9.e., this bond must be kept in full force and effect until such time that all conditions listed in the PNV are satisfied; or a replacement performance guarantee for transfer of ownership of the project, in conjunction with the transfer of the PNV approval issued for the project to another owner is reviewed and approved on forms provided by ERM; 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.

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.

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)

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 \_\_\_\_\_

The foregoing instrument was acknowledged before me **by means of  physical presence or  online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name of Person Acknowledging) as \_\_\_\_\_ (type of authority...e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

Personally Known: \_\_\_\_\_

OR Produced Identification: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me **by means of  physical presence or  online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name of Person Acknowledging) as \_\_\_\_\_ (type of authority...e.g, officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

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.