

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____,
hereinafter referred to as "PRINCIPAL", and _____,
_____, a surety company authorized to do
business in the State of Florida, hereinafter referred to as "SURETY," are held and firmly bound to the
City of Orlando, Florida, hereinafter referred to as "CITY," in the sum of \$ _____, for the
payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

WHEREAS, PRINCIPAL will be undertaking work that will require restoration of the Public
Rights-of-Way, including but not limited to, parkways, streets, curbs, stormsewer system, sewer system
and other appurtenances in that certain development described as
_____; and

WHEREAS, the above bounden PRINCIPAL, as a condition precedent to the approval by the
CITY of right-of-way and engineering permits issued by the CITY has covenanted and agreed with the
CITY to restore the post-construction rights-of-way to the pre-construction condition; and

WHEREAS, pursuant to the City of Orlando Code, it is a condition of the approval of said
development that this bond be executed.

NOW, THEREFORE, the conditions of these obligations are such that if the PRINCIPAL shall
restore the post-construction rights-of-way to the pre-construction condition in accordance with the
development plans and specifications dated the ____ day of _____,
20____, within the time therein specified and shall in every respect fulfill its obligations under the permit
and associated development plans and specifications, and shall indemnify and save harmless the CITY
against or from all claims, costs, expenses, damages, injury, or loss, including construction costs,
engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the CITY
may sustain on account of the failure of the PRINCIPAL to perform in accordance with the requirements
of this bond, or the permit and associated development plans and specifications within the time therein
specified, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or
any part of the obligations required under this bond, within the time specified in each permit or under City
of Orlando, City Code, the SURETY, upon forty-five (45) days written notice from the CITY, or its
authorized agent or officer, of the default, will forthwith perform and complete the aforesaid obligations
and pay the costs thereof, including, but not limited to, the CITY's engineering costs, legal fees (including
attorneys' fees on appeal) and contingent costs. Should the SURETY fail or refuse to perform and
complete the restoration of the post-construction rights-of-way to the pre-construction condition, the
CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in
approving and issuing the applicable permit, 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 the CITY at its option, shall have the right to restore the public right-of-way or public property, in case the PRINCIPAL and/or SURETY should fail or refuse to do so. In the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof, including, but not limited to, construction costs, engineering costs, legal fees (including attorneys' fees on appeal) 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 of its obligations.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this _____ day of _____, 20____.

Principal
(Corporate Seal)

By: _____

Its: _____

ATTEST:

By: _____
(If a Corporation)

Its: _____

Surety
(Corporate Seal)

By: _____

Attorney-in Fact

WITNESSES:

(1) _____
Print Name: _____

(2) _____
Print Name: _____

NOTE: Attach Power of Attorney to this Bond

STATE OF FLORIDA)

COUNTY OF ORANGE)

PERSONALLY APPEARED before me by physical presence or online notarization, the undersigned authority, _____ (PRINCIPAL) who executed the foregoing instrument and is personally known by me or who has produced his/her driver's license as identification and who did/did not take an oath, and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of _____, 20____.