

**CASH COMPLETION BOND – WORK WITHIN
THE RIGHT OF WAY OR EASEMENTS**

KNOW ALL MEN BY THESE PRESENTS, That _____, hereinafter called Owner, is held and firmly bound unto the County of Pinellas, a political division of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the sum as shown on the attached check number _____ drawn on _____, located at _____ in the sum of _____ (\$ _____) cash bond to be deposited with Pinellas County and to be forfeited to the County if all terms of this agreement are not completed to the satisfaction of the County, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Owner has applied to the County for approval of a Right-of-way Utilization permit for work within the right-of-way or easement for the site known as _____ and has agreed, as a condition to the approval of said permit by the County, to construct the improvements set forth on the approved Permit and its accompanying plans and hereby made a part hereof by reference thereto, which improvements consist of _____; and

WHEREAS, the approval of said permit by the County is further conditioned upon the furnishing of an adequate surety cash bond to the County.

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall in all respect comply with the terms and conditions of the approval of said permit, these conditions being more specifically the completion of the improvements, in accordance with the Pinellas County Land Development Code in regard to improvements and according to the plans, specifications, and schedules covering said work, and such approved additions, amendments, or alterations as may be made in the plans, specifications, and schedules covering said work, and such approved additions, amendments, or alterations as may be made in the plans, specifications and schedules for such work as approved by the County, and shall complete all of said work on or before _____, then this obligation shall be void, otherwise remaining in full force and effect.

WHEREAS, the County shall notify the Owner in writing of any items that need to be completed for the acceptance of the improvements by Pinellas County for which the Owner is responsible and shall specify in said notice a reasonable period of time within which Owner shall have to complete or correct said improvements.

WHEREAS, Owner unconditionally covenants and agrees that if it fails to complete or correct said improvements, within the time specified, the Owner, upon thirty (30) days written notice from the County, its authorized agent or officers, will forthwith complete or correct such improvements and pay the cost thereof, including but not limited to engineering, legal and contingent cost. Should the Owner fail or refuse to complete or correct said improvements, the

County, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements, shall have the right to resort to any and all legal remedies against the Owner and either, both at law and in equity, including specifically, completion, repair, or replacement of said improvements to which the Owner unconditionally agrees; and

WHEREAS, Owner, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the work to be performed or materials to be furnished thereunder, or in the plans, specifications and schedules covering same, shall any wise affect said obligation of said Owner on this cash bond and said Owner does hereby waive any notice of any such changes, extension of time, alterations or additions to the improvements or of the plans, specifications and schedules.

Owner agrees that the County, at its option, shall have the right to complete or correct said improvements or cause to be completed or corrected the improvements in case the Owner shall fail or refuse to do so, using cash bond funds, and in the event the County should exercise and give effect to such right, Owner shall be bound hereunder to reimburse the County the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Owner to complete or correct the improvements.

IN WITNESS WHEREOF, Owner has caused these presents to be duly executed on the _____ day of _____, 20__.

(Corporation name)

By: _____

(Printed name and title)

(Seal)

Attest:

(Corporate Seal)

By: _____

As it's agent and Attorney in fact

**CASH COMPLETION BOND – WORK WITHIN
THE RIGHT OF WAY OR EASEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that (Owner/Developer's Full Name, Address and Phone Number), hereinafter called Owner, is held and firmly bound unto the County of Pinellas, a political division of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the sum as shown on the attached check # _____ drawn on (_____ Bank _____), located at (Address, City, State) in the sum of (_____ Written amount _____) (\$0000.00) cash bond to be deposited with Pinellas County and to be forfeited to the County if all terms of this agreement are not completed to the satisfaction of the County, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Owner has applied to the County for approval of a Right-of-way Utilization permit for work within the right-of-way or easement for the site known as (Permit Number and name of site as shown on plans) and has agreed, as a condition to the approval of said permit by the County, to construct the improvements set forth on the approved Permit and its accompanying plans and hereby made a part hereof by reference thereto, which improvements consist of (list what bond covers); and

WHEREAS, the approval of said permit by the County is further conditioned upon the furnishing of an adequate surety cash bond to the County.

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall in all respect comply with the terms and conditions of the approval of said permit, these conditions being more specifically the completion of the improvements, in accordance with the Pinellas County Land Development Code in regard to improvements and according to the plans, specifications, and schedules covering said work, and such approved additions, amendments, or alterations as may be made in the plans, specifications, and schedules covering said work, and such approved additions, amendments, or alterations as may be made in the plans, specifications and schedules for such work as approved by the County, and shall complete all of said work on or before (State date work should be completed by), then this obligation shall be void, otherwise remaining in full force and effect.

WHEREAS, the County shall notify the Owner in writing of any items that need to be completed for the acceptance of the improvements by Pinellas County for which the Owner is responsible and shall specify in said notice a reasonable period of time within which Owner shall have to complete or correct said improvements.

WHEREAS, Owner unconditionally covenants and agrees that if it fails to complete or correct said improvements, within the time specified, the Owner, upon thirty (30) days written notice from the County, its authorized agent or officers, will forthwith complete or correct such improvements and pay the cost thereof, including but not limited to engineering, legal and contingent cost. Should the Owner fail or refuse to complete or correct said improvements, the County, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements, shall have the right to resort to any and all legal remedies against the Owner and either, both at law and in equity, including specifically, completion, repair, or replacement of said improvements to which the Owner unconditionally agrees; and

WHEREAS, Owner, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the work to be performed or materials to be furnished thereunder, or in the plans, specifications and schedules covering same, shall in any wise affect said obligation of said Owner on this cash bond and said Owner does hereby waive any notice of any such changes, extension of time, alterations or additions to the improvements or of the plans, specifications and schedules.

Owner agrees that the County, at its option, shall have the right to complete or correct said improvements or cause to be completed or corrected the improvements in case the Owner shall fail or refuse to do so, using cash bond funds, and in the event the County should exercise and give effect to such right, Owner shall be bound hereunder to reimburse the County the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Owner to complete or correct the improvements.

IN WITNESS WHEREOF, Owner has caused these presents to be duly executed on the _____ day of _____, 20____.

(Corporation name)

By: _____

(Printed name and title)

(Seal)

Attest:

(Corporate Seal)

By: _____

As it's agent and Attorney in fact