



# Department of Economic Growth

## Surety Bond *Non-Conforming Zoning Use*

SURETY BOND given by \_\_\_\_\_, as principal, alternate key # \_\_\_\_\_, County of Lake, State of Florida, and \_\_\_\_\_ as surety, as a corporation duly incorporated under the laws of the State of Florida or authorized to do business in the State of Florida, and duly licensed to transact a surety business in the State of Florida, to the Lake County Board of County Commissioners, as obligee, of the County of Lake, State of Florida.

### RECITALS

1. Principal and surety are bound to obligee in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), for the payment of which principal and surety jointly and severally bind themselves, their successors, assigns, and legal representatives.
2. Principal and obligee have entered into a written agreement, herein called the Agreement, which was executed on \_\_\_\_\_, 20\_\_\_\_, in the County of Lake, State of Florida, a copy of which is attached hereto and incorporated herein by reference.

### SECTION ONE DURATION

This obligation shall run continuously and shall remain in full force and effect until and unless the bond is terminated and cancelled as provided herein or as otherwise provided by law.

### SECTION TWO LIMITATION

This bond covers only the original agreement.

### SECTION THREE CONDITION OF OBLIGATION

If principal fully performs its obligations by removing the mobile home as directed, this obligation shall be void; otherwise the obligation under the Agreement shall remain in full force and effect, subject only to the following provisions of this bond.

### SECTION FOUR NOTICE

No liability shall attach to surety hereunder unless upon discovery of any fact or circumstances indicating a possible claim hereunder, written notice thereof containing all details then known is given to surety at its principal office at \_\_\_\_\_, County of Lake, State of Florida.

### SECTION FIVE COMPLETION OF ORIGINAL AGREEMENT; SUBROGATION

In case of default by principal, surety may assume and complete or procure completion of the obligations of principal, and surety shall be subrogated and entitled to all the rights and properties of principal arising out of the original agreement.

**SECTION SIX  
EXTENT OF LIABILITY**

The maximum amount of the liability of surety by virtue of this obligation shall be no more than **FIVE THOUSAND DOLLARS (\$5,000.00)**, together with the interest due thereon.

**SECTION SEVEN  
VENUE OF ACTION ON BOND**

**SECTION EIGHT  
SEVERABILITY**

If any one or more of the provisions of this bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

**SECTION NINE  
BINDING EFFECT OF AGREEMENT**

This bond shall be binding on surety and its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, principal and surety have executed this bond at \_\_\_\_\_  
\_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

**STATE OF FLORIDA**

**COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has  
produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Public Notary

Seal

My commission expires: \_\_\_\_\_