



Office of Planning and Zoning

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

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this
_____ day of _____, 2020, by _____
_____.

Personally Known OR Produced Identification

Type of Identification Produced _____

Notary Signature
(SEAL)