

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA
COUNTY OF PINELLAS

It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of the County of Pinellas, Florida, this _____ day of _____, 20 ____ .

Approved:

Chairman, Board of County
Commissioners

Karleen F. De Blaker, Clerk
Pinellas County, Florida

By: _____
Deputy Clerk

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF PINELLAS

I, Karleen F. De Blaker, Clerk of the Circuit Court of Pinellas County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats, and that this plat has been filed for record in Plat Book _____, Page(s) _____, Public Records of Pinellas County, Florida, this _____ day of _____, 20____ .

Karleen F. De Blaker, Clerk
Pinellas County, Florida

By: _____
Deputy Clerk

REVIEWED FOR CONFORMITY TO
CHAPTER 177, PART 1, FLORIDA STATUTES

CHARLES N. GIBSON JR., P.L.S., CHIEF LAND SURVEYOR
FLORIDA PROFESSIONAL SURVEYOR
REGISTRATION NUMBER 4238
PINELLAS COUNTY PUBLIC WORKS
DIVISION OF SURVEY AND MAPPING

DATE

CERTIFICATE OF MORTGAGEE (FOR USE ON PLATS)

THE UNDERSIGNED, AS MORTGAGEE(S) UNDER A CERTAIN MORTGAGE DATED _____, 20 _____, RECORDED IN O.R. BOOK _____ PAGE(S) _____ PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED HEREON, AND AGREES THAT IN THE EVENT OF FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

(NAME OF MORTGAGE INSTITUTION)

BY: _____

WITNESS

NAME: _____

PRINTED NAME OF WITNESS

TITLE: _____

WITNESS

PRINTED NAME OF WITNESS

ACKNOWLEDGMENT AS TO MORTGAGEE:

STATE OF _____
COUNTY OF _____

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.

NOTARY SIGNATURE

(this area reserved for notary stamp or printed name, commission number and expiration date of commission)

CONSENT TO PLATTING OF LANDS
AND PARTIAL RELEASE OF MORTGAGE

(I) (WE) the undersigned, as mortgagee(s) under a certain mortgage dated _____ A.D. 20 ____, recorded in O.R. Book _____ Page(s) _____ Public Records of Pinellas County, covering the following described real property located in said county, to wit:

**(Enter the legal description of the property covered by the mortgage here)
DO NOT ATTACH AS AN EXHIBIT**

do hereby consent to the platting of said lands, or so much thereof as is contained in the proposed plat, as a plat to be known as: _____ and hereby join in the dedication of such lands as such plat and release from the lien of such mortgage all streets, and all other areas shown by said plat to be dedicated to public use, and agree that in the event of foreclosure of this mortgage all dedicated areas shall survive and be enforceable.

Witness (his/her/their) hand(s) and seal(s) this ____ day of _____ A.D., 20 ____.

MORTGAGEE(S)

WITNESSES

SIGNATURE

SIGNATURE

PRINT NAME AND/OR TITLE

PRINT NAME

SIGNATURE

PRINT NAME

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____ by _____, who has produced _____ as identification and who did/did not take an oath.

Notary Signature

Print Name

Commission Number

(Place notary stamp here)

Prepared by and return to:

**(The fee for recording this form
must be paid at the time the
form is recorded.)**

**CONSENT TO PLAT NOTE REQUIRED ON PLAT WHEN
A PRE-RECORDED CONSENT TO PLAT FORM IS USED**

(Name of Mortgage Holder) , AS MORTGAGEE UNDER CERTAIN MORTGAGE DATED (Date mortgage signed) , RECORDED IN (O.R. Book and Page) , PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BY THE CONSENT TO PLATTING AS RECORDED IN (O.R. Book and Page consent form is recorded in) DOES JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED HEREON, AND AGREES THAT IN THE EVENT OF THE FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

TITLE CERTIFICATION LETTER

RE: PROPOSED PLAT OF _____ * _____ .

This is to certify that I, Name of person certifying the examination have examined the Public Records of Pinellas County, State of Florida thru _____ ** _____ In regards to the following described property:

(THE LEGAL DESCRIPTION MUST BE INSERTED HERE NOT AS AN ATTACHMENT AND MUST MATCH THE LEGAL DESCRIPTION AS SHOWN ON THE PLAT.)

We find the recorded titleholder to the above vested in _____ , which is the same (persons or Corporations) that appear in the dedication of the proposed plat.

The only mortgage of record is held by _____ ***
recorded in Official Record Book _____ Page _____ Recorded _____ (date)
in the Public Records of Pinellas County, Florida.

(Signature of person listed above)

- * Name of plat as shown on plat title and in the plat dedication language.
- ** Date cannot be over 60 days old at the time of recording of the plat. The search should cover the last 30 years
- *** If no mortgage so state.
- **** Add after the mortgage information all easements and encumbrances.

Letter must be on the company letterhead of the person signing or the company name, address, phone number & fax number must be typed at the top of this form.

(The Pinellas County Land Development Code, by its applicable paragraph, requires the construction of sidewalks on all arterial, collector, commercial and subdivision streets. To guarantee construction of sidewalks the developer shall submit to Land Permitting, along with his final plat, this instrument properly executed, and acknowledged, which will be recorded in the public records of Pinellas County at the time the plat is recorded.)

SIDEWALK GUARANTEE

(Names of all owners) the fee simple title holders to the real estate located in Pinellas County, Florida, described as (name of plat) do hereby for themselves and their heirs and assigns, acknowledge and declare that the following condition will be met and performed with respect to the said real estate:

A sidewalk will be constructed along (list all streets and sidewalk widths). It is agreed that the sidewalk along all areas without lot frontage will be physically installed before Pinellas County's acceptance of the roads. It is further agreed that said sidewalk will be physically installed before issuance of a Certificate of Occupancy on any residence. Sidewalks along the streets adjacent to the lot must be in place before the Certificate of Occupancy will be issued for that lot.

IN WITNESS WHEREOF, the said (owner's name), have hereunto set their hands and seals this _____ day of _____, 20_____.

Witness _____ (Sign name here) _____ (Sign name here) (Corporate)
(Print name here) (Print name of person signing) (Seal)

Witness _____ (Sign name here) If the owner is a corporation the title of
(Print name here) the person signing must be printed along
with the persons name.

**ONE OF THE FOLLOWING SHORT FORMS OF ACKNOWLEDGMENT
MUST BE USED WITH THIS DOCUMENT**

(1) FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF (__ State __)
COUNTY OF (__ County __)

The foregoing instrument was acknowledged before me this (date) by (name of person acknowledged), who is personally known to me or who has produced (type of identification) as identification and who did (did not) take an oath.

(signature of notary)
(full notary stamp or stamp and raised seal)

Continued

(2) FOR A CORPORATION:

STATE OF (State)
COUNTY OF (County)

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification and who did (did not) take an oath.

(signature of notary)
(full notary stamp or stamp and raised seal)

(3) FOR A PARTNERSHIP:

STATE OF (State)
COUNTY OF (County)

The foregoing instrument was acknowledged before me this (date) by (name of acknowledging partner or agent), partner (or agent) on behalf of (name of partnership), a partnership. He/she is personally known to me or has produced (type of identification) as identification and who did (did not) take an oath.

(signature of notary)
(full notary stamp or stamp and raised seal)

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

STATE OF (State)
COUNTY OF (County)

The foregoing instrument was acknowledged before me this (date) by (name of attorney in fact), who is personally known to me or who has produced (type of identification) as identification and who did (did not) take an oath.

(signature of notary)
(full notary stamp or stamp and raised seal)

PRIVATE STREET SIGN INSTALLATION GUARANTEE

_____, the fee simple title holder to the real estate located in Pinellas County, Florida, described as the _____, do hereby for themselves and their heirs and assigns, acknowledge and declare that the following condition will be met and performed with respect to the said real estate:

Street name signs and regulatory signs will be installed on _____ as required by Pinellas County and will be in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Pinellas County Land Development Code" latest revision.

It is further agreed that said street and regulatory signs will be physically installed before issuance of a Certificate of Occupancy on any residence.

IN WITNESS WHEREOF, the said _____, have hereunto set their hands and seals this _____ Day of _____, 20____.

Witness Signature

Owner

(Print name)

(Print name & title)

Witness Signature

(Print name)

**USE ONE OF THE SHORT FORMS OF ACKNOWLEDGMENT
SHOWN WITH THE SIDEWALK GUARANTEE HERE**

ENGINEER'S CERTIFICATION ON DESIGN

I, _____, hereby certify that the design, plans and specifications of all improvements in connection with (Name of project as shown on plat) have been reviewed by me and found to be in accordance with the Pinellas County Land Development Code (latest revision) to the best of my belief or knowledge.

Signed and Sealed this _____ day of _____, 20 _____.

Signed _____

Florida Registration No. _____

(Affix seal here)

ENGINEER'S CERTIFICATION ON COMPLETION

I, _____, hereby certify that all improvements in connection with (Name of project as shown on plat) have been inspected and found to be in accordance with the County's Final Administrative Approved Plans, as signed by the County Administrator, or changes thereto authorized by me meeting the terms of the Pinellas County Land Development Code to the best of my knowledge and belief.

_____ No changes were made. Construction completed according to above approved plans.

_____ Record drawings showing changes accompany this certificate.

Signed and Sealed this _____ day of _____, 20 _____.

Signed _____

Florida Registration No. _____

(Affix seal here)

CERTIFICATE OF COST ESTIMATE

I, _____, a Registered Florida Engineer, License No. _____, do hereby estimate that 110% of the cost of the improvements **ITEMIZED** **BELOW OR IN THE ATTACHED EXHIBIT "A"** is \$ _____ .

Registered Florida Engineer

(Affix seal here)

AFFIDAVIT BY SUBDIVIDER

STATE OF _____
COUNTY OF _____

I, (Subdivider's printed or typed name) , having been first duly sworn, do now depose and say: That all persons, firms, and corporations who have furnished services, labor or materials for _____ (Name of plat) have fully completed their respective work, and that there are no bills for labor, materials, or appliances in connection with such construction which have not been paid.

(Subdivider's signature)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____ By _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

(signature of notary)
(printed name of notary)

(full notary stamp or raised seal)

**COMPLETION IRREVOCABLE
LETTER OF CREDIT SUBDIVISIONS**

Bank's correct
name, address &
phone number

Page 1 of _____
Issue Date: _____
Letter of Credit No.: _____
Expiration Date: _____
Location: _____

Applicant:

Principal's name, address,
and phone number

Currency: United States of America Dollars

Amount: \$

Beneficiary: PINELLAS COUNTY BOARD OF COUNTY
COMMISSIONERS OR ITS SUCCESSOR IN INTEREST
IN THE EVENT OF ANNEXATION BY A MUNICIPALITY
(Attn: Permitting Services,
440 Court Street, 2nd Floor
Clearwater, Florida 33756)

Gentlemen:

We hereby irrevocably authorize you to draw on (lending institutions correct name) for the account of (principals name) up to the aggregate amount of (written dollars amount and written hundredths of a dollar) \$ 00,000.00 United States Dollars, available by your sight draft(s), when accompanied by:

A statement bearing the printed name and signature of the PINELLAS COUNTY DIRECTOR OF PUBLIC WORKS, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST stating that the (principal) has failed to construct the (roads, drainage, sanitary, water, sidewalks, PCPs & lot monuments) infrastructure improvements in accordance with Pinellas County's requirements and Florida Statute 177 for (name of Subdivision), and that PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST is now drawing on (lending institutions name) Letter of Credit No. _____ for construction of the (above stated) improvements for the above said subdivision.

All drafts must be present for payment at our office no later than our close of business on (date).

All drafts must be noted as "drawn under (lending institutions correct name) Irrevocable Letter of Credit No. _____" and all drafts drawn under this Letter of Credit must be endorsed by the DIRECTOR OF PUBLIC WORKS, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to us.

By: _____ (authorized signature)
(Typed name & title of person signing)

NOTE: This sample contains Pinellas County requirements, however, Financial institutions may have additional requirements.

**MAINTENANCE IRREVOCABLE
LETTER OF CREDIT SUBDIVISIONS**

Bank's correct
name, address &
phone number

Page 1 of _____
Issue Date: _____
Letter of Credit No.: _____
Expiration Date: _____
Location: _____

Applicant:

Principal's name, address,
and phone number

Currency: United States of America Dollars

Amount: \$

Beneficiary: PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS
OR ITS SUCCESSOR IN INTEREST
IN THE EVENT OF ANNEXATION BY
A MUNICIPALITY
(Attn: Permitting Services,
440 Court Street, 2nd Floor
Clearwater, Florida 33756)

Gentlemen:

We hereby irrevocably authorize you to draw on (lending institutions correct name) for the account of (principals name) up to the aggregate amount of (written dollars amount and written hundredths of a dollar) \$ 00,000.00 United States Dollars, available by your sight draft(s), when accompanied by:

A statement bearing the printed name and signature of the PINELLAS COUNTY DIRECTOR OF PUBLIC WORKS, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST stating that the (principal) has failed to maintain the (State the Required) improvements in accordance with Pinellas County's requirements for (name of Subdivision), and that PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST is now drawing on (lending institutions name) Letter of Credit No. _____ for construction of the (above stated) improvements for the above said subdivision.

All drafts must be present for payment at our office no later than our close of business on (date) (18 MONTHS FROM DATE OF HIGHWAY'S LETTER ACCEPTING THE WORK AS COMPLETE.

All drafts must be noted as "drawn under (lending institution) Irrevocable Letter of Credit No. _____ and all drafts drawn under this Letter of Credit must be endorsed by the DIRECTOR OF PUBLIC WORKS, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to us.

By: _____ (authorized signature)
(Typed name & title of person signing)

NOTE: This sample contains Pinellas County requirements, however, Financial institutions may have additional requirements.

COMPLETION IRREVOCABLE LETTER OF CREDIT
WORK WITHIN RIGHT-OF-WAY or EASEMENTS

Bank's correct
name, address &
phone number

Page 1 of _____
Issue Date: _____
Letter of Credit No.: _____
Expiration Date: _____
Location: _____

Applicant:

Principal's name, address,
and phone number

Currency: United States of America Dollars

Amount: \$

Beneficiary: PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS
OR ITS SUCCESSOR IN INTEREST
IN THE EVENT OF ANNEXATION BY
A MUNICIPALITY
(Attn: Permitting Services,
440 Court Street, 2nd Floor
Clearwater, Florida 33756)

Gentlemen:

We hereby irrevocably authorize you to draw on (lending institutions correct name) for the account of (principals name) up to the aggregate amount of (written dollars amount and written hundredths of a dollar) \$ 00,000.00 United States Dollars, available by your sight draft(s), when accompanied by:

A statement bearing the printed name and signature of the PINELLAS COUNTY DIRECTOR OF PUBLIC WORKS, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST stating that the (principal) has failed to construct the (State the Required) improvements in accordance with Pinellas County's requirements for (name & number of U.L.), and that PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST is now drawing on (lending institutions name) Letter of Credit No. _____ for construction of the (above stated) improvements for the above said U.L.

All drafts must be present for payment at our office no later than our close of business on (date).

All drafts must be noted as "drawn under (lending institutions correct name) Irrevocable Letter of Credit No. _____" and all drafts drawn under this Letter of Credit must be endorsed by the DIRECTOR OF PUBLIC WORKS, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to us.

By: _____ (authorized signature)
(Typed name & title of person signing)

NOTE: This sample contains Pinellas County requirements, however, Financial institutions may have additional requirements.

MAINTENANCE IRREVOCABLE LETTER OF CREDIT
WORK WITHIN RIGHT-OF-WAY or EASEMENTS

Bank's correct
name, address &
phone number

Page 1 of _____
Issue Date: _____
Letter of Credit No.: _____
Expiration Date: _____
Location: _____

Applicant:

Principal's name, address,
and phone number

Currency: United States of America Dollars

Amount: \$

Beneficiary: PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS
OR ITS SUCCESSOR IN INTEREST
IN THE EVENT OF ANNEXATION BY
A MUNICIPALITY
(Attn: Permitting Services,
440 Court Street, 2nd Floor
Clearwater, Florida 33756)

Gentlemen:

We hereby irrevocably authorize you to draw on (lending institutions correct name) for the account of (principals name) up to the aggregate amount of (written dollars amount and written hundredths of a dollar) \$ 00,000.00 United States Dollars, available by your sight draft(s), when accompanied by:

A statement bearing the printed name and signature of the PINELLAS COUNTY DIRECTOR OF PUBLIC WORKS, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST stating that the (principal) has failed to maintain the (State the Required) improvements in accordance with Pinellas County's requirements for (name & number of U.L.), and that PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST is now drawing on (lending institution) Letter of Credit No. _____ for construction of the (above stated) improvements for the above said U.L.

All drafts must be present for payment at our office no later than our close of business on (date) WHICH IS 18 MONTHS FROM THE DATE OF HIGHWAY'S LETTER ACCEPTING THE WORK AS COMPLETE.

All drafts must be noted as "drawn under (lending institutions correct name) Irrevocable Letter of Credit No. _____" and all drafts drawn under this Letter of Credit must be endorsed by the DIRECTOR OF PUBLIC WORKS, HIS/HER DESIGNEE, OR PINELLAS COUNTY'S SUCCESSOR IN INTEREST.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to us.

By: _____ (authorized signature)
(Typed name & title of person signing)

NOTE: This sample contains Pinellas County requirements, however, Financial institutions may have additional requirements.

COMPLETION BOND - SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that we (APPLICANT'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Principal, and (SURETY'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Surety, are held and firmly bound unto the County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of (WRITTEN DOLLARS AMOUNT AND WRITTEN HUNDREDTHS OF A DOLLAR) \$ 00,000.00 United States Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has applied to the County for approval of a plat of a certain area of land within Pinellas County to be known as (NAME OF SUBDIVISION PER PLAT) and has agreed, as a condition to the approval of said plat by said County, to construct the improvements set forth on the approved plans on file in the DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF PINELLAS COUNTY, FLORIDA and hereby made a part hereof by reference thereto, which improvements consist of (drainage, roads, sanitary sewer, water, sidewalks, PCPs, & lot monuments), and

WHEREAS, the approval of said plat by said County is further conditioned upon the furnishing of an adequate Surety Bond to be furnished to the County.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respect comply with the terms and conditions of the approval of said plat, these conditions being more specifically the completion of the improvements, in accordance with the Pinellas County Land Development Code in regard to subdivision 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 for such work as approved by the Department of Public Works and Engineering of Pinellas County, Florida, 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 OR ITS SUCCESSOR IN INTEREST FOR THE SUBDIVISION shall notify the Principal in writing of any items that need to be completed or corrected for the acceptance of the improvements by PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to complete or correct said improvements.

WHEREAS, Surety unconditionally covenants and agrees that if the Principal fails to complete or correct said improvements, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, will forthwith complete or correct such improvements and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to complete or correct said improvements, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, 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 Principal and Surety and either, both at law and in equity, including specifically, completion, repair, or replacement of said improvements to which the Principal and Surety unconditionally agree and,

CONTINUED

WHEREAS, the Surety, 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 Surety on this bond and the said Surety does hereby waive notice of any such changes, extension of time, alterations or additions to the improvements or of the plans, specifications and schedules.

The Principal and Surety further jointly and severally agree that the COUNTY, OR ITS SUCCESSOR IN INTEREST, at its option, shall have the right to complete or correct said improvements, or, pursuant to public advertisement and receipt of bids, cause to be completed or corrected the improvements in case the Principal shall fail or refuse to do so, and in the event the COUNTY, OR ITS SUCCESSOR IN INTEREST should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally bound hereunder to reimburse the COUNTY, OR ITS SUCCESSOR IN INTEREST 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 Principal to complete or correct the improvements.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly executed on the _____ day of _____ 20 ____ .

(Corporation Name)

(Seal)

By:

(Printed name and title)

Attest:

(Corporate Seal)

By:

As its agent and Attorney in fact

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

MAINTENANCE BOND - SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that we (APPLICANT'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Principal, and (SURETY'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Surety, are held and firmly bound unto the County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of (WRITTEN DOLLARS AMOUNT AND WRITTEN HUNDREDTHS OF A DOLLAR) \$ 00,000.00 United States Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements, (LIST THEM) in (NAME OF SUBDIVISION AS SHOWN ON PLAT).

WHEREAS, the aforementioned improvements were made pursuant to certain plans and specifications on file in the DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF PINELLAS COUNTY, FLORIDA and hereby made a part hereof by reference thereto and,

WHEREAS, Principal is obligate to protect the COUNTY OR ITS SUCCESSOR IN INTEREST against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of eighteen (18) months from (Date), WHICH IS THE DATE OF HIGHWAY'S LETTER ACCEPTING THE IMPROVEMENTS AS COMPLETE, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY OR ITS SUCCESSOR IN INTEREST FOR THE SUBDIVISION shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, of the defect will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, repair or replacement of said improvements to which the Principal and Surety unconditionally agree.

Continued

The Principal and Surety further jointly and severally agree that the COUNTY OR ITS SUCCESSOR IN INTEREST, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipts of bids, caused to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY OR ITS SUCCESSOR IN INTEREST should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the COUNTY OR ITS SUCCESSOR IN INTEREST 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 Principal to correct said defects.

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

(Corporation Name)

(Seal)

By:

(Printed name and title)

Attest:

(Corporate Seal)

By:

As its agent and Attorney in fact

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

**COMPLETION BOND - WORK WITHIN
THE RIGHT-OF-WAY OR EASEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that we (APPLICANT'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Principal, and (SURETY'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Surety, are held and firmly bound unto the County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of (WRITTEN DOLLARS AMOUNT AND WRITTEN HUNDREDTHS OF A DOLLAR) \$ 00,000.00 United States Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal 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 & NAME OF SITE AS SHOWN ON PLANS) and has agreed, as a condition to the approval of said permit by said 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 said County is further conditioned upon the furnishing of an adequate Surety Bond to be furnished to the County.

NOW, THEREFORE, the condition of this obligation is such that if the Principal 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 for such work as approved by the Department of Public Works and Engineering of Pinellas County, Florida, 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 OR ITS SUCCESSOR IN INTEREST FOR THE SUBDIVISION shall notify the Principal in writing of any items that need to be completed or corrected for the acceptance of the improvements by PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to complete or correct said improvements.

WHEREAS, Surety unconditionally covenants and agrees that if the Principal fails to complete or correct said improvements, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, will forthwith complete or correct such improvements and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to complete or correct said improvements, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, 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 Principal and Surety and either, both at law and in equity, including specifically, completion, repair, or replacement of said improvements to which the Principal and Surety unconditionally agree and,

Continued

WHEREAS, the Surety, 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 Surety on this bond and the said Surety does hereby waive notice of any such changes, extension of time, alterations or additions to the improvements or of the plans, specifications and schedules.

The Principal and Surety further jointly and severally agree that the COUNTY, OR ITS SUCCESSOR IN INTEREST, at its option, shall have the right to complete or correct said improvements, or, pursuant to public advertisement and receipt of bids, cause to be completed or corrected the improvements in case the Principal shall fail or refuse to do so, and in the event the COUNTY, OR ITS SUCCESSOR IN INTEREST should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally bound hereunder to reimburse the COUNTY, OR ITS SUCCESSOR IN INTEREST 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 Principal to complete or correct the improvements.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly executed on the _____ day of _____ 20 ____ .

(Corporation Name)

(Seal)

By:

(Printed name and title)

Attest:

(Corporate Seal)

By:

As its agent and Attorney in fact

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

MAINTENANCE BOND - WORK WITHIN
THE RIGHT-OF-WAY OR EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we (APPLICANT'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Principal, and (SURETY'S FULL NAME, ADDRESS, & PHONE NUMBER), hereinafter called Surety, are held and firmly bound unto the County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of (WRITTEN DOLLARS AMOUNT AND WRITTEN HUNDREDTHS OF A DOLLAR) \$ 00,000.00 United States Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements, (LIST THEM) for (U.L. NUMBER & NAME OF PROJECT).

WHEREAS, the aforementioned improvements were made pursuant to the above permit and its accompanying plans and specifications on file in the DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF PINELLAS COUNTY, FLORIDA and hereby made a part hereof by reference thereto and,

WHEREAS, Principal is obligate to protect the COUNTY OR ITS SUCCESSOR IN INTEREST against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of eighteen (18) months from (Date), WHICH IS THE DATE OF HIGHWAY'S LETTER ACCEPTING THE IMPROVEMENTS AS COMPLETE, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY OR ITS SUCCESSOR IN INTEREST FOR THE SUBDIVISION shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, of the defect will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, repair or replacement of said improvements to which the Principal and Surety unconditionally agree.

Continued

The Principal and Surety further jointly and severally agree that the COUNTY OR ITS SUCCESSOR IN INTEREST, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipts of bids, caused to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY OR ITS SUCCESSOR IN INTEREST should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the COUNTY OR ITS SUCCESSOR IN INTEREST 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 Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this ___ day of _____, 20 _____.

(Corporation Name)
(Seal)

By: _____

(Printed name and title)

Attest: _____
(Corporate Seal)

By: _____
As its agent and Attorney in fact

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

PAYMENT AND ESCROW AGREEMENT

THIS PAYMENT AND ESCROW AGREEMENT (the "Agreement") is executed this ___ day of _____, 20____, by and between _____, a Florida Corporation, (the "Developer") and _____, a Florida Corporation, (the "Escrow Agent") and PINELLAS COUNTY, FLORIDA and is made in reference to the following facts:

A. _____ is the developer of the real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). The Developer intends to subdivide the Property into lots under the subdivision name of _____ (the "Project").

B. As a condition of recording the plat of the Project in Pinellas County, Florida, the Developer is required to complete all subdivision improvements which relate to the Project, which improvements include construction of private roads, utility lines, drainage facilities, P.C.P.s, and lot monuments (the "Subdivision Improvements").

C. Pinellas County has consented to the Developer platting the Property under the name of _____, a private subdivision, before the Subdivision Improvements are completed, provided that the Developer provides adequate assurances in the form of a financial undertaking that funds will be available to complete the Subdivision Improvements in accordance with the terms of this Agreement for the protection of the public who may purchase in reliance on the recorded plat.

D. _____, (the "Bank"/"Insurance Company") a national banking corporation/insurance company, has simultaneously herewith issued in favor of the Escrow Agent, an Irrevocable Letter of Credit/Bond in the principal sum of _____/100 (\$ _____), a true copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof (the "Completion Surety"). The Completion Surety shall represent the financial assurances requested by Pinellas County.

E. The Developer and the Escrow Agent have agreed to provide these assurances to the County in accordance with the terms of this Agreement so that the Developer will be permitted to plat the Project in advance of completion of the Subdivision Improvements.

NOW THEREFORE, in consideration of the mutual promises contained herein and Pinellas County permitting the Developer to plat the Project in advance of completion of the Subdivision Improvements, the parties agree in favor of the Escrow Agent as follows:

Page 1 of 5

1. PAYMENT ASSURANCE: The Escrow Agent hereby certifies that it has in its possession the original Completion Surety which has been issued by the Bank/Insurance Company and which has been allocated for the completion of the Subdivision Improvements as it relates to the Project. In the event that the Developer fails to complete the Subdivision Improvements with respect to the Project and have the same certified as being completed by _____, or any other engineer authorized to practice in the State of Florida, (the "Engineer") all within one (1) year from the date of recording of the plat for the Project, then the Escrow Agent shall draw upon the Letter of Credit such portion thereof as is needed to complete the Subdivision Improvements. Completion as defined in this Agreement shall mean the construction and installation of all Subdivision Improvements in accordance with the plans on file with Pinellas County, which completion must be certified by Engineer but without inspections by the County, all within one (1) year from the date of recording of the plat for the Project.

2. COMPLETION ASSURANCE: If the Developer fails to complete the Subdivision Improvements within one (1) year from the date of recording of the plat for the Project, then the Escrow Agent, agrees that it will become the successor developer for purposes of completing the Subdivision Improvements and may draw upon the Completion Surety and secure engineering certificates as required by paragraph 1 hereof. The Escrow Agent agrees that it will cooperate with Engineer in every manner possible to complete the Subdivision Improvements. The Escrow Agent certifies that the principal amount of the Completion Surety includes all fees and costs that the Escrow Agent may charge in completing the Subdivision Improvements. Failure of the Escrow Agent to draw upon the Completion Surety or obtain extension of same in a timely manner shall not relieve the Escrow Agent from the duty to complete the Project as though it were the developer.

3. RELIANCE: The Developer hereby appoints the Escrow Agent to complete the Subdivision Improvements in the event that the Developer fails to complete the same within one (1) year from the date of recording of the Plat for the Project. The Escrow Agent shall not be liable in any manner if it proceeds to complete the Subdivision Improvements by drawing upon the Letter of Credit and obtaining Engineer's certification as provided in paragraph 1 hereof. The Escrow Agent undertakes to perform only such duties and responsibilities as are expressly provided for and set forth in the Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent.

4. TERMINATION: This Agreement and all obligations and duties of the parties hereto shall terminate and have no further force and effect when the Subdivision Improvements are completed and Engineer's certification is delivered to the Escrow Agent. Upon the occurrence of such event, the Letter of Credit shall be returned to Bank and it shall have no further force or effect and the Developer and the Escrow Agent shall be deemed to have completed the Subdivision Improvements.

5. RECORDATION: This Agreement shall be filed and recorded in the Official Records of Pinellas County.

6. MODIFICATION: No alteration, changes modifications or amendments shall be made to this Agreement, except in writing and signed or initialed by all of the parties to this Agreement and the County.

7. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns, and as applicable, the heirs and legal representatives of the parties hereto.

8. FLORIDA CONTRACT: This Agreement shall be deemed a Florida contract and construed accordingly to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise.

9. WAIVER: No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by the other party in its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. Any party shall have the right to waive any condition or contingency herein in its favor.

10. INVALID PROVISIONS: If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, such terms, covenants, and conditions to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. EFFECTIVE DATE: This Agreement shall have an effective date on the date of execution of this Agreement by the last person so signing. This Agreement shall have no force and effect whatsoever unless all parties hereto have fully executed this Agreement.

12. HEADINGS: The headings of each section in this Agreement are for convenience of reference only, and shall in no manner or way whatsoever affect the interpretation or meaning of each such section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and shall be deemed to have executed such on the date and year first hereon written.

Witnesses:

ESCROW AGENT:
_____, a Florida
Corporation/Partnership/Other (specify)
By: _____
Name and Title

Witnesses:

DEVELOPER:
_____, a Florida
Corporation/Partnership/Other (specify)
By: _____
Name and Title

ATTEST:
KARLEEN F. DE BLAKER, CLERK

PINELLAS COUNTY, FLORIDA, by
and through its Board of County
Commissioners
By: _____
Chairman

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

SIGNED AND SWORN to before me this ____ day of _____, 20 ____,
by _____ (Escrow Agent). He/She is personally known to me or has
produced _____ (Type of identification) as identification.

(NOTARY'S SIGNATURE AND SEAL)

(Printed name of Notary Public)

Notary Commission No.: _____

My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

SIGNED AND SWORN to before me this _____ day of _____, 20____, by _____ (Developer). He/She is personally known to me or has produced _____ (Type of identification) as identification.

(NOTARY'S SIGNATURE AND SEAL)

(Printed name of Notary Public)

Notary Commission No.: _____ My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

SIGNED AND SWORN to before me this _____ day of _____, 20____, by _____ (Pinellas County, Florida). He/She is personally known to me or has produced _____ (Type of identification) as identification.

(NOTARY'S SIGNATURE AND SEAL)

(Printed name of Notary Public)

Notary Commission No.: _____ My Commission Expires:

NEW NOTE FOR USE ON ALL PLATS

“NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.”

NEW NOTE FOR USE ON ALL PLATS THAT HAVE UTILITY EASEMENTS

All platted public utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

CONSERVATION EASEMENT NOTE:

WITH THE INTENT OF RETAINING THE AREAS SHOWN HEREON AS CONSERVATION EASEMENTS IN AN ESSENTIALLY NATURAL CONDITION, AND PURSUANT TO CHAPTER 704.06, FLORIDA STATUTES, 1990, THE FOLLOWING ACTS AND ACTIVITIES ARE EXPRESSLY PROHIBITED WITHIN THE AREAS DESIGNATED HEREON AS CONSERVATION EASEMENTS IN THE ABSENCE OF A SPECIFIC PERMIT FROM PINELLAS COUNTY, FLORIDA.

- A. CONSTRUCTION OR THE PLACING OF ANY STRUCTURE OR MATERIALS ON OR ABOVE THE GROUND.
- B. CONSTRUCTION OR PLACING OF UTILITIES, DRAINAGE FACILITIES, MITIGATION AREAS, OR THE PLANTING OF VEGETATION.
- C. THE PLACEMENT OF ANY MATERIAL SUCH AS TRASH OR WASTE WHICH IS INCONSISTENT WITH THE INTENT OF THE CONSERVATION EASEMENT.
- D. PLACEMENT, REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION, INCLUDING MOWING, PESTICIDE AND HERBICIDE USES.
- E. EXCAVATION OR OTHER REMOVAL OF MATERIAL.
- F. USES EXCEPT FOR THE PURPOSES THAT PERMIT THE AREA DEFINED BY THE EASEMENT TO REMAIN IN AN ESSENTIALLY NATURAL CONDITION.
- G. ANY ACTIVITY DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, SOIL CONSERVATION OR FISH AND WILDLIFE HABITAT PRESERVATION.

THE FOLLOWING RIGHTS ARE CONVEYED TO PINELLAS COUNTY BY THIS EASEMENT: TO ENTER UPON THE PROPERTY AT REASONABLE TIMES TO ENFORCE THE RIGHTS HEREIN GRANTED UPON PRIOR NOTICE TO THE PROPERTY OWNER AT THE TIME OF SUCH ENTRY.