

PERFORMANCE 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, the above bounden PRINCIPAL, as a condition precedent to the approval
by the CITY of a certain development known as _____,
has covenanted and agreed with the CITY to construct roads, streets and alleys, drainage
facilities, sidewalks, sewer systems, _____,
and other improvements (delete inapplicable improvements) based upon development plans
and specifications pertaining to said development, said development plans and specifications
being dated the _____ day of _____, 20____, and being on file
with the CITY Engineer; and

WHEREAS, pursuant to Section 65.551 of 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 construct the aforesaid improvements 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
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 development's 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 by the development's plans or
specifications above referred to, within the time specified, 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
said improvements, the CITY, in view of the public interest, health, safety and welfare factors
involved and the inducement in approving and filing the said plat, 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 construct, or cause to be constructed, the aforesaid
improvements in case the PRINCIPAL 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