



Public Works Department / Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 W. Copans Road • Pompano Beach, Florida 33069
PHONE 954-831-0745 • FAX 954-831-0925

**BROWARD COUNTY UTILITY CONNECTION PERMIT
PART 4 – RELEASE FOR SERVICE
FORMS**

This document contains these forms in this order:

1. A Bill of Sale Absolute for all Owner/ Permittee right, title and interest to all of the water and sewer facilities constructed in the right or way and/or easement, and any other portions to be turned over to the County for maintenance. (corporation/partnership version)
2. A Bill of Sale Absolute for all Owner/ Permittee right, title and interest to all of the water and sewer facilities constructed in the right or way and/or easement, and any other portions to be turned over to the County for maintenance. (individual version)
3. Affidavit that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work to be performed by this agreement/permit have been paid. (corporation/partnership version)
4. Affidavit that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work to be performed by this agreement/permit have been paid. (individual version)
5. Final Release of Liens releasing all liens which the Owner might have on the water/ sewer facilities. (corporation/partnership version)
6. Final Release of Liens releasing all liens which the Owner might have on the water/ sewer facilities. (individual version)
7. Easement. (corporation/partnership version)
8. Easement. (individual version)
9. One year surety bond (warranty) covering all items built or altered which is to become Broward County property.
10. Letter of Credit that can be submitted in place of the surety bond.

Other forms required, but not part of this document, are:

1. Release of Lien from all contractors and suppliers of material and/or labor used directly or indirectly in the prosecution of the work required by the developer's agreement or BCUCP connection permit have been paid. These releases are to be on forms supplied by the developer or contractor or supplier.
2. Projects with fences, decorative bricks or other obstructions in rights-of-way or easements occupied by water and/ or sewer utilities require an Indemnification Agreement. This Agreement is available at <http://www.broward.org/waterservices/eei00600.htm>. The instructions for completing the Indemnification Agreement refer to copy of a property survey and a copy of the deed of ownership. These two items are not required for developer projects as WWS already has that information.

Bill of Sale Absolute (corporation/partnership version)

INSTRUCTIONS

- WWED Project Number and Budget Number will be filled in by WWED staff.
- Lines 1 and 2; fill in the name of the corporation/partnership.
- Line 3; fill in the address of the corporation/partnership.
- Lines 4 and 5; fill in the date of the developer's agreement or BCUCP connection permit.
- Line 9; after the words "the following goods and chattels", list the installations being handed over to the County, for example, 800' of 8" water main, 6 manholes, etc. In cases where the list is lengthy, then a list can be prepared on a separate sheet marked Exhibit "A" and the words "see Exhibit "A" attached hereto and made a part hereof" is to be written in the space provided on the form.
- Line 15; after "as installed at (address):" fill in the address/ location where the installations exist.
- Page 2; fill in the information and sign as indicated. The Notary portion is to be completed by the Notary, including the Notary's seal.

Note: For a corporation, if this document is executed by the President, Vice President or CEO, then it can be attested by either the corporate secretary with the corporate seal, OR witnessed by two witnesses. If this document is executed by anyone else, then a corporate resolution must be supplied evidencing authority to execute this document on behalf of the corporation.

Corporation/Partnership

TO BE RECORDED

WWED PROJECT NO.: _____

BUDGET NO.: _____

BILL OF SALE ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS, that _____
_____ Party of the First Part,

address: _____

for and in consideration of the covenants contained in that certain agreement/ permit dated _____
_____ between Party of the First Part and BROWARD COUNTY, Party of the
Second Part, address 2555 West Copans Road, Pompano Beach, Florida 33069, by these presents
do/does grant, bargain, sell, transfer, and deliver unto the said Party of the Second Part, its
successors and assigns, the following goods and chattels:

installed at (address): _____

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its
successors and assigns forever.

And they do for themselves and their successors and assigns, covenant to and with
said Party of the Second Part, its successors and assigns, that said Party of the First Part is lawful
owner of said goods and chattels; that they are free from all encumbrances; that he has good right to
sell the same as aforesaid, and that he will warrant and defend the sale of said property, goods, and
chattels hereby made, unto the said Party of the Second Part, its successors and assigns, against the
lawful claims and demands of all persons whomsoever.

(signed on the following page)

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Bill of Sale Absolute (individual version)

INSTRUCTIONS

- WWED Project Number and Budget Number will be filled in by WWED staff.
- Lines 1 and 2; fill in the name of the individual.
- Line 3; fill in the address of the individual.
- Lines 4 and 5; fill in the date of the developer's agreement or BCUCP connection permit.
- Line 9; after the words "the following goods and chattels", list the installations being handed over to the County, for example, 800' of 8" water main, 6 manholes, etc. In cases where the list is lengthy, then a list can be prepared on a separate sheet marked Exhibit "A" and the words "see Exhibit "A" attached hereto and made a part hereof" is to be written in the space provided on the form.
- Line 15; after "as installed at (address):" fill in the address/ location where the installations exist.
- Page 2; fill in the information and sign as indicated. The Notary portion is to be completed by the Notary, including the Notary's seal.

Individual

TO BE RECORDED

WWED PROJECT NO.: _____

BUDGET NO.: _____

BILL OF SALE ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS, that _____
_____ Party of the First Part,

address: _____

for and in consideration of the covenants contained in that certain agreement/ permit dated _____
_____, between Party of the First Part and BROWARD COUNTY, Party of
the Second Part, address 2555 West Copans Road, Pompano Beach, Florida 33069, by these
presents do/does grant, bargain, sell, transfer, and deliver unto the said Party of the Second Part, its
successors and assigns, the following goods and chattels:

installed at (address): _____

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its
successors and assigns forever.

And they do for themselves and their successors and assigns, covenant to and with
said Party of the Second Part, its successors and assigns, that said Party of the First Part is lawful
owner of said goods and chattels; that they are free from all encumbrances; that he has good right to
sell the same as aforesaid, and that he will warrant and defend the sale of said property, goods, and
chattels hereby made, unto the said Party of the Second Part, its successors and assigns, against the
lawful claims and demands of all persons whomsoever.

(signed on the following page)

IN WITNESS WHEREOF, the said Party of the First Part has executed this instrument on this _____ day of _____, 2____.

Witnesses:

SIGNED

Signature

By _____

Signature

Print name: _____

Print name: _____

Title: _____

Signature

Address: _____

Print name: _____

____ day of _____, 2____

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2____, by _____,

He or she is:

[] personally known to me, or

[] produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My Commission expires:

Print name:

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Affidavit (corporation/partnership version)

INSTRUCTIONS

- WWED Project Number will be filled in by WWED staff.
- Lines 1 and 2; fill in the names of the fill in the names of the President and Secretary of the corporation; or name of the partner for a partnership.
- Line 3; fill in the name of the corporation/partnership.
- Lines 4 and 5; fill in the address of the corporation/partnership.
- Lines 8 and 9; fill in the name of the corporation/partnership.
- Line 10; fill in the date of the developer's agreement or BCUCP connection permit.
- Line 10; after "in connection with construction of" fill in the installations being handed over to the County, the installations are to be described, for example, 800' of 8" water main, 6 manholes, etc. In cases where the list is lengthy, then a list can be prepared on a separate sheet marked Exhibit "A" and the words "see Exhibit "A" attached hereto and made a part hereof" is to be written in the space provided on the form.
- Line 13; after "as installed at (address):" fill in the address/location where the installations exist.
- Page 2; fill in the information and sign as indicated. The Notary portion is to be completed by the Notary, including the Notary's seal.

Note: For a corporation, if this document is executed by the President, Vice President or CEO, then it can be attested by either the corporate secretary with the corporate seal, OR witnessed by two witnesses. If this document is executed by anyone else, then a corporate resolution must be supplied evidencing authority to execute this document on behalf of the corporation.

Corporation/Partnership

WWED PROJECT NO.: _____

AFFIDAVIT

I / We, _____

of _____

whose address is: _____

_____, after being first duly sworn upon oath, depose and say that all persons, firms, or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by that certain agreement/permit between Broward County, address 2555 West Copans Road, Pompano Beach, Florida , and _____

dated _____, 2____ in connection with the construction of _____

installed at(address): _____

have been paid in full.

(signed on the following page)

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Affidavit (individual version)

INSTRUCTIONS

- WWED Project Number will be filled in by WWED staff.
- Lines 1 and 2; fill in the name of the individual.
- Lines 3 and 4; fill in the address of the individual.
- Lines 7 and 8; fill in the name of the individual.
- Line 9; fill in the date of the developer's agreement or BCUCP permit.
- Line 9; after "in connection with construction of" fill in the installations being handed over to the County, the installations are to be described, for example, 800' of 8" water main, 6 manholes, etc. In cases where the list is lengthy, then a list can be prepared on a separate sheet marked Exhibit "A" and the words "see Exhibit "A" attached hereto and made a part hereof" is to be written in the space provided on the form.
- Line 12; after "as installed at (address):" fill in the address/location where the installations exist.
- Page 2; fill in the information and sign as indicated. The Notary portion is to be completed by the Notary, including the Notary's seal.

Individual

WWED PROJECT NO.: _____

AFFIDAVIT

I / We, _____

whose address is: _____

_____, after being first duly sworn upon oath, depose and say that all persons, firms, or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by that certain agreement/permit between Broward County, address 2555 West Copans Road, Pompano Beach, Florida , and _____

dated _____, 2____ in connection with the construction of _____

installed at(address): _____

have been paid in full.

(signed on the following page)

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Final Release of Liens (corporation/partnership version)

INSTRUCTIONS

- WWED Project Number will be filled in by WWED staff.
- Line 1 and 2; fill in the name of the corporation/partnership.
- Line 3; fill in the address of the corporation/partnership.
- Line 10; after “for the construction of” fill in the installations being handed over to the County, for example, 800’ of 8” water main, 6 manholes, etc. In cases where the list is lengthy, then a list can be prepared on a separate sheet marked Exhibit “A” and the words “see Exhibit “A” attached hereto and made a part hereof” is to be written in the space provided on the form.
- Line 13; after “installed at (address)” fill in the address/location where the installations exist.
- Page 2; fill in the information and sign as indicated. The notary portion is to be completed by the Notary, including the Notary’s seal.

Note: For a corporation, if this document is executed by the President, Vice President or CEO, then it can be attested by either the corporate secretary with the corporate seal, OR witnessed by two witnesses. If this document is executed by anyone else, then a corporate resolution must be supplied evidencing authority to execute this document on behalf of the corporation.

Corporation/Partnership

WWED PROJECT NO.: _____

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____, party of the First Part,

address: _____
for and in consideration of the sum of \$10.00 and other good and valuable consideration paid to the party of the First Part by Broward County, Florida, party of the Second Part, address 2555 West Copans Road, Pompano Beach, Florida, 33069, receipt of which is hereby acknowledged, do hereby release and quit claim to Broward County, Florida, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever, which now party of the First Part have or might have against the property, building and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the construction of _____

_____ installed at (address): _____

(signed on the following page)

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Final Release of Liens (individual version)

INSTRUCTIONS

- WWED Project Number will be filled in by WWED staff.
- Lines 1 and 2; fill in the name of the individual.
- Line 3; fill in the address of the individual.
- Line 10; after “for the construction of” list the installations being handed over to the County, for example, 800’ of 8” water main, 6 manholes, etc. In cases where the list is lengthy, then a list can be prepared on a separate sheet marked Exhibit “A” and the words “see Exhibit “A” attached hereto and made a part hereof” is to be written in the space provided on the form.
- Line 13; after “installed at (address):” fill in the address/location where the installations exist.
- Page 2; fill in the information and sign as indicated. The Notary portion is to be completed by the Notary, including the Notary’s seal.

Individual

WWED PROJECT NO.: _____

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____, party of the First Part,

address: _____

for and in consideration of the sum of \$10.00 and other good and valuable consideration paid to the party of the First Part by Broward County, Florida, party of the Second Part, address 2555 West Copans Road, Pompano Beach, Florida, 33069, receipt of which is hereby acknowledged, do hereby release and quit claim to Broward County, Florida, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever, which now party of the First Part have or might have against the property, building and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the construction of _____

_____ installed at (address): _____

IN WITNESS WHEREOF, the said Party of the First Part has executed this instrument on this _____ day of _____, 2____.

(signed on the following page)

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Easement (corporation/partnership version)

INSTRUCTIONS

- WWED Project Number and Budget Number will be filled in by WWED staff.
- Line 1; fill in the name of the person that prepared the document.
- Line 2; fill in the date of the easement agreement.
- Line 3; fill in the name of the corporation/partnership.
- Line 4; fill in the address of the corporation/partnership.
- Line 8; fill in the parcel identification number.
- Page 3; fill in the information and sign as indicated. The Notary portion is to be completed by the Notary, including the Notary's seal.
- Exhibit A is to be a worded description of the property being given in the easement on 8"x11" size paper (multiple pages if necessary). The description is to be signed by the surveyor who prepared it.
- Exhibit B is to be a sketch drawn to scale on 8"x11" size paper (multiple pages if necessary). This sketch is to clearly represent the easement being given. The description when read should be reflected in the sketch. A location/vicinity map is to be shown on the sketch. This location is in terms of streets, roadways, etc. A sketch of the easement should show relationship to existing streets and roadways. Names of these streets are to be written thereon. Where possible, reference distance from the easement to known streets should be given. A North point is to be shown. The sketch is to be dated and the scale written thereon. The sketch is to be signed by the surveyor who prepared it.

Note: For a corporation, if this document is executed by the President, Vice President or CEO, then it can be attested by either the corporate secretary with the corporate seal, OR witnessed by two witnesses. If this document is executed by anyone else, then a corporate resolution must be supplied evidencing authority to execute this document on behalf of the corporation.

Note: Accompanying the easement must be a release of mortgagee's and lienor's interest in the property and fixtures thereon from each mortgagee and lienor. An up to date Title Opinion is required to document mortgagee's and lienor's interest.

Corporation/Partnership

TO BE RECORDED

WWED PROJECT NO.: _____

BUDGET NO.: _____

Document prepared by: _____

EASEMENT

THIS AGREEMENT made this _____ day of _____, 2____ between

_____ (the "GRANTOR")

whose address is _____

and BROWARD COUNTY, a political subdivision of the State of Florida, (the "GRANTEE"), whose address is 2555 West Copans Road, Pompano Beach, Florida 33069

WITNESSETH

WHEREAS, GRANTOR, the owner of property (Parcel Identification Number _____) situated in Broward County, Florida and described as follows:

See Exhibit "A"

WHEREAS, GRANTEE desires an unrestricted and perpetual non-exclusive easement for water mains and/or sanitary sewer gravity mains and/or sewage force mains and/or reclaimed water mains and for any other water and sewer installations which might be required for the purpose of providing water supply service for domestic or other use and for the collection of domestic or other kinds of sewage and/or wastewater to and from properties inclusive of GRANTOR'S property which may or may not abut and being contiguous to the easement; and

WHEREAS, GRANTOR is willing to grant such an easement, and

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar (receipt acknowledged by GRANTOR) and other good and valuable considerations, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, through its (GRANTEE'S) employees, agents, contractors, or other designated persons, full and free right and authority to construct, maintain, repair, install, and rebuild water and/or sanitary sewerage facilities within the property described above or more specifically described in Exhibit "B" attached hereto and made a part hereof and GRANTOR hereby grants to GRANTEE a perpetual non-exclusive easement in, over,

under, through, upon and/or across the above described lands for the purpose of providing water supply service for domestic or otherwise and for the collection of domestic or other kinds of sewage and/or wastewater to and from properties or lands inclusive of GRANTOR'S property or land which abuts and being contiguous to the easement described and so granted herein, also for GRANTEE to provide water and sewer services to properties which may not be contiguous to the said easement described herein.

GRANTEE has approved the existing and proposed above ground structures, asphalt, paving, landscaping, walls, fences, underground piping, underground structures, duct banks, transformers, poles, retention areas, pavers, electric, cable, and other utility facilities within the easement area described herein to the extent said improvements are shown on the plans and drawings presented to and approved by GRANTEE. Except as permitted above, GRANTOR agrees that no obstructions that would preclude maintenance or improvement of GRANTEE's facilities may be placed in the easement area by GRANTOR or any other easement holder without GRANTEE's consent. In the exercise of its rights hereunder, GRANTEE shall, at its sole cost and expense, restore the surface of the easement area to the same condition which existed prior to the commencement of any such access, maintenance, or repair.

(signed on the following page)

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Easement (individual version)

INSTRUCTIONS

- WWED Project Number and Budget Number will be filled in by WWED staff.
- Line 1; fill in the name of the person that prepared the document.
- Line 2; fill in the date of the easement agreement.
- Line 3; fill in the name of the individual.
- Line 4; fill in the address of the individual.
- Line 8; fill in the parcel identification number.
- Page 3; fill in the information and sign as indicated. The Notary portion is to be completed by the Notary, including the Notary's seal.
- Exhibit A is to be a worded description of the property being given in the easement on 8"x11" size paper (multiple pages if necessary). The description is to be signed by the surveyor who prepared it.
- Exhibit B is to be a sketch drawn to scale on 8"x11" size paper (multiple pages if necessary). This sketch is to clearly represent the easement being given. The description when read should be reflected in the sketch. A location/vicinity map is to be shown on the sketch. This location is in terms of streets, roadways, etc. A sketch of the easement should show relationship to existing streets and roadways. Names of these streets are to be written thereon. Where possible, reference distance from the easement to known streets should be given. A North point is to be shown. The sketch is to be dated and the scale written thereon. The sketch is to be signed by the surveyor who prepared it.

Note: Accompanying the easement must be a release of mortgagee's and lienor's interest in the property and fixtures thereon from each mortgagee and lienor. An up to date Title Opinion is required to document mortgagee's and lienor's interest.

Individual

TO BE RECORDED

WWED PROJECT NO.: _____

BUDGET NO.: _____

Document prepared by: _____

EASEMENT

THIS AGREEMENT made this _____ day of _____, 2____ between

_____ (the "GRANTOR")

whose address is _____

and BROWARD COUNTY, a political subdivision of the State of Florida, (the "GRANTEE"), whose address is 2555 West Copans Road, Pompano Beach, Florida 33069

WITNESSETH

WHEREAS, GRANTOR, the owner of property (Parcel Identification Number _____) situated in Broward County, Florida and described as follows:

See Exhibit "A"

WHEREAS, GRANTEE desires an unrestricted and perpetual non-exclusive easement for water mains and/or sanitary sewer gravity mains and/or sewage force mains and/or reclaimed water mains and for any other water and sewer installations which might be required for the purpose of providing water supply service for domestic or other use and for the collection of domestic or other kinds of sewage and/or wastewater to and from properties inclusive of GRANTOR'S property which may or may not abut and being contiguous to the easement; and

WHEREAS, GRANTOR is willing to grant such an easement, and

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar (receipt acknowledged by GRANTOR) and other good and valuable considerations, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, through its (GRANTEE'S) employees, agents, contractors, or other designated persons, full and free right and authority to construct, maintain, repair, install, and rebuild water and/or sanitary sewerage facilities within the property described above or more specifically described in Exhibit "B" attached hereto and made a part hereof and GRANTOR hereby grants to GRANTEE a perpetual non-exclusive easement in, over,

under, through, upon and/or across the above described lands for the purpose of providing water supply service for domestic or otherwise and for the collection of domestic or other kinds of sewage and/or wastewater to and from properties or lands inclusive of GRANTOR'S property or land which abuts and being contiguous to the easement described and so granted herein, also for GRANTEE to provide water and sewer services to properties which may not be contiguous to the said easement described herein.

GRANTEE has approved the existing and proposed above ground structures, asphalt, paving, landscaping, walls, fences, underground piping, underground structures, duct banks, transformers, poles, retention areas, pavers, electric, cable, and other utility facilities within the easement area described herein to the extent said improvements are shown on the plans and drawings presented to and approved by GRANTEE. Except as permitted above, GRANTOR agrees that no obstructions that would preclude maintenance or improvement of GRANTEE's facilities may be placed in the easement area by GRANTOR or any other easement holder without GRANTEE's consent. In the exercise of its rights hereunder, GRANTEE shall, at its sole cost and expense, restore the surface of the easement area to the same condition which existed prior to the commencement of any such access, maintenance, or repair.

(signed on the following page)

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Surety Bond (Warranty)

INSTRUCTIONS

- Page 1, Line 2; fill in the name of the developer.
- Page 1, Line 3; fill in the name of the surety.
- Page 1, Line 5; fill in the amount of bond using words. The amount should be the lesser of the “Cost Letter” amount provided by the engineer of record or \$10,000 plus 25% of the “Cost Letter” amount provided by the engineer of record.
- Page 1, Line 6; fill in the amount using numbers.
- Page 1, Line 9; fill in the Broward County Utility Connection Permit Number.
- Page 1, Line 23; fill in the date the bond becomes in force.
- Page 2, bottom; fill in the notice information for developer
- Page 3, top; fill in the notice information for surety.
- Page 3, line 13; fill in the date.
- Page 4, top; fill in the information required for developer.
- Page 4, bottom; fill in the information required for surety.

SURETY BOND
(Warranty)

KNOW ALL BY THESE PRESENTS:

That we, _____, as PRINCIPAL, and _____, as SURETY, are bound to BROWARD COUNTY, as the Obligee (hereafter "COUNTY"), a political subdivision of the State of Florida, in the full sum of _____ (U.S. Dollars) (\$_____), for payment of which PRINCIPAL and SURETY jointly and severally bind ourselves, our successors, assigns, and personal representatives:

WHEREAS, PRINCIPAL has been issued Broward County Utility Connection Permit No. _____ (hereafter "PERMIT") for construction of water and/or wastewater facilities (hereafter "Improvements"); and

WHEREAS, one of the conditions of the PERMIT is that PRINCIPAL furnish COUNTY with a satisfactory bond covering all Improvements built or altered which are to become COUNTY property, warranting against all defects in workmanship, materials, equipment, or construction for a period of not less than one (1) year from the date of written acceptance of the Improvements by COUNTY (hereafter "Warranty Period"); NOW, THEREFORE,

A. CONDITIONS OF SURETY BOND:

(1) PRINCIPAL unconditionally covenants and agrees to guarantee and warranty all Improvements built or altered which are to become COUNTY property against all defects in workmanship, materials, equipment, or construction during the Warranty Period, and PRINCIPAL shall pay all costs to complete repairs to said Improvements during the Warranty Period; and

(2) PRINCIPAL shall indemnify COUNTY for any and all loss or losses that COUNTY may sustain by reason of any defective materials or workmanship which become apparent during the period of one (1) year from and after _____, 2_____.

B. DEFAULT:

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refuses to complete the warranty obligations required herein during the Warranty Period noted above, COUNTY has the right to:

- (1) demand that the SURETY promptly remedy the default; or
- (2) demand payment by the SURETY of the amount due to COUNTY, including amounts required to remain secured, up to the face amount of the Bond, by letter signed by the County Administrator, or a designee, stating that the PRINCIPAL has defaulted on

PRINCIPAL's warranty obligations, which obligations were a condition of approval of the PERMIT; or

- (3) institute an immediate suit against SURETY to recover the full amount of this SURETY BOND for the purpose of correcting the defective materials or workmanship.

Any notice to COUNTY that this SURETY BOND will expire prior to expiration of the warranty period shall be deemed a default.

PRINCIPAL and SURETY jointly and severally understand that failure to correct the defects in materials or workmanship within the time periods set forth herein, or at the latest, to commence or recommence completion of the obligations within thirty (30) days after written notice by the County Administrator, or a designee, to PRINCIPAL and SURETY to do so, shall be deemed to be a failure and refusal to complete such obligations.

PRINCIPAL and SURETY also understand that in the event the COUNTY elects to institute suit against SURETY, and the funds recovered thereby prove insufficient to correct the defective materials or workmanship, the PRINCIPAL shall be liable hereunder to pay to COUNTY any sums required to complete the obligations hereunder, including, but not limited to, legal and contingent costs, together with any damages, direct or consequential, which the COUNTY may sustain because of PRINCIPAL's failure to comply with all of the requirements hereof.

C. NOTICE:

Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by registered or certified mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

TO BROWARD COUNTY:

Director, Broward County Water and Wastewater Engineering Division
2555 West Copans Road
Pompano Beach, Florida 33069

TO PRINCIPAL:

TO SURETY:

D. BOND TO REMAIN IN FULL FORCE AND EFFECT:

This SURETY BOND shall be kept in full force and effect by the PRINCIPAL at all times during the Warranty Period, as provided herein. In the event of any material change, cancellation, expiration, or non-payment of premiums, SURETY shall notify COUNTY by certified mail or registered mail, return receipt requested, at least thirty (30) days prior to the effective date of the change, cancellation, or expiration of said SURETY BOND. Notice to COUNTY that this SURETY BOND will expire prior to performance of PRINCIPAL's obligations shall be deemed a default pursuant to section B above.

SIGNED and SEALED this _____ day of _____, 2_____.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PRINCIPAL has caused this SURETY BOND to be executed by _____ (and attested by its Secretary and its corporate seal to be affixed, if the PRINCIPAL is a corporation); the SURETY has caused this bond to be executed in its name by its Attorney-in-Fact duly authorized to do so, and its corporate seal to be affixed, on the _____ day of _____, 2____.

PRINCIPAL

Signed, sealed and delivered
in the presence of:

Witness:

Witness:

SEAL

By _____

Title: _____

(Type Name and Title signed above)

SURETY

Witness:

Witness:

By: _____
Agent and Attorney in Fact

Address: _____

City/State/Zip Code

Telephone No. _____

Surety Bond No. _____

10

Letter of Credit

A sample letter of credit form follows.

IRREVOCABLE LETTER OF CREDIT
(Utility Connection Permit)

Date of Issue: _____

Issuing Bank's No. _____

Beneficiary:

County Administrator
Broward County Board of
County Commissioners

Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Applicant:

(Developer)

Amount:

In United States Funds

Expiry:

(Date)

Broward Co. Project Name & Number

We hereby authorize you to draw on _____
(Bank, Issuer name and branch address) _____ by order of
_____ and for the account of
(developer, applicant, customer) _____ up to an aggregate
(developer, applicant, customer) _____
amount, in United States funds, of _____
available by your drafts at sight, accompanied by:

A signed statement from the County Administrator of Broward County, or an authorized representative, that the drawing is due to a default under the terms of this letter of credit or a warranty claim in the item(s) built or altered which are to become property of Broward County pursuant to that Utility Connection Permit Number _____ issued to _____,

hereinafter referred to as DEVELOPER, under WWED Project No. _____.

Drafts must be drawn and negotiated not later than _____ (expiration date).

Drafts must bear the clause: "Drawn under Letter of Credit No. _____ (number)
of _____ (Bank name), dated
_____, 2____."

In the event of any material change, cancellation, or earlier termination of this letter of credit, we shall provide the Broward County Administrator and the Director of the Broward County Water and Wastewater Engineering Division, 2555 West Copans Road, Pompano Beach, FL 33069, with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the effective date of

the change, cancellation, or earlier termination. Notice to Broward County that this Letter of Credit will be cancelled, terminated, or otherwise be of no further force and effect prior to performance of the Permit warranty period shall be deemed a default by the DEVELOPER.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or permit referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or permit.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature