

BLANKET CONSTRUCTION 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 Five
Hundred Thousand Dollars (\$500,000.00), 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 any and all right-of-way and engineering permits issued by the CITY for the
installation, repair, and/or maintenance of communications system or facilities, as defined in the
City of Orlando Code, has covenanted and agreed with the CITY to install, repair and maintain
said infrastructure in compliance with plans and specifications attached to the permits and
sound engineering and construction practices; and

WHEREAS, to ensure compliance with the City of Orlando Code, it is a condition of the
approval and issuance of any and all right-of-way and engineering permits for the installation,
repair and maintenance of communications systems or facilities in public right-of- way or on
public property 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 plans and specifications
applicable to each permit and sound engineering and construction practices, and if the
PRINCIPAL shall restore the public right-of-way or public property to its original condition, or
better, within the time specified in the applicable permit or under City of Orlando City Code
and shall in every respect fulfill its obligations under this bond, the permit and the associated
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 this bond, the permit
and associated plans and specifications within the time specified in the applicable permit or
under City of Orlando Code, then this obligation shall be void; otherwise it shall be and remain
in full force and effect.

The aggregate liability of the SURETY under this Bond, regardless of the number of
claims made against it, shall be the amount set forth above for work performed during each
calendar year, or any portion thereof, during which this Bond remains in effect. This Bond shall
remain in effect for all work performed or supervised by PRINCIPAL prior to the earlier of the
expiration date below or 30 days following actual receipt by CITY of a notice of cancellation

hereof. CITY will not undertake to notify SURETY of any revocation or expiration of a license issued to PRINCIPAL or of any permit pursuant to which PRINCIPAL has performed, or has been authorized to perform work.

This Bond is for a two (2) year term beginning _____ and ending _____. PRINCIPAL agrees to renew this bond at the end of any applicable two- year term or submit a new bond to the CITY for approval prior to the end of any applicable two year term. In addition, PRINCIPAL agrees and understands that a BLANKET CONSTRUCTION BOND must be in effect to obviate the requirement for a separate bond for each permit. SURETY agrees to notify CITY in writing 30 days prior to the expiration of this bond.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required under this bond, within the time specified in each permit or under City of Orlando City Code, 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 issuing the applicable permit, 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 restore the public right-of-way or public property, in case the PRINCIPAL and/or SURETY 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 the event that the SURETY fails to fulfill its obligations under this Blanket Construction Bond, then the SURETY shall also indemnify and hold the CITY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the SURETY's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Blanket Construction Bond.

The SURETY, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY'S pursuit of its remedies against PRINCIPAL, and shall remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this _____ day of _____, 20_____.

PRINCIPAL

By: _____

Its: _____

ATTEST: (Corporate Seal)

By: _____
(If a Corporation)

Its: _____

SURETY

By: _____

Attorney-in Fact

WITNESSES:

(1) _____
Print Name: _____

(2) _____
Print Name: _____

NOTE: Attach Power of Attorney to this Bond