## Mitigation Bank Performance Bond to Demonstrate Construction/Implementation Financial Assurance

Date bond executed:		
Period of coverage:		
Effective date:		
Principal:		
Legal Name and Business Addre	ess of Mitigation Banker	
Type of Organization:	Individual Joint Venture Partnership Corporation	
State of Incorporation:		
Surety(ies):	Name(s) and Business Address(es)	
Scope of coverage: Construction and implementation of the Pursuant to the requirements of permit number Management District including the plans approved by said permit.		_ Mitigation Bank outh Florida Water

Total penal sum of bond:

Surety's bond number:

Know All Persons By These Presents, that we, the Principal and Surety(ies) hereto are firmly bound to the South Florida Water Management District in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be full amount of the penal sum.



WHEREAS, said Principal is required, under Section 373.4136, Florida Statutes, as amended, to have a permit in order to construct, implement and manage the Mitigation Bank identified above, and

WHEREAS, said Principal is required by Section 373.4136, Florida Statutes, and the administrative rules of the District to provide financial assurance for construction and implementation of the Mitigation Bank as a condition of the permit(s) as further described in the scope of coverage above, and

WHEREAS, said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully construct and implement the \_\_\_\_\_\_ Mitigation Bank, for which this bond guarantees construction and implementation, as required by District permit number and the plans approved by such permit, as such permit and plans may be amended, pursuant to all applicable laws, statutes, rules and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the principal shall provide alternate financial assurance, as specified in the administrative rules of the District, and obtain the District's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the District from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

Such obligation does not apply to any of the following:

a.	Any obligation of	Insert Banker's Name	under a workers' compensation,
	disability benefits, or unemployment compensation law or other similar law;		r law;

- b. Bodily injury to an employee of in the course of, employment by Insert Banker's Name arising from, and ;
- c. Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;
- d. Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by
  <u>Insert Banker's Name</u>
  that is not the direct result of a construction of implementation
  activity for the
  permit number
  .
- e. Bodily injury or property damage for which <u>Insert Banker's Name</u> is obligated to pay damages by reason of the assumption of liability in a contract or agreement.



The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Environmental Resource Permitting Bureau C	hief of the District that the Principal has been
found in violation of the requirements of permit number	by failing to perform the
construction and implementation activities for the	Mitigation Bank for which this bond
guarantees performance, the Surety(ies) shall, within 60 days of receiving	ng such notice, either perform such construction
and implementation in accordance with the permit and other permit requ	irements and pursuant to the written directions of
the District, or place the bond amount guaranteed for the	Mitigation Bank (the total
penal sum of this bond) into the standby trust fund as directed by the Dis	strict.

Upon notification by the Environmental Resource Permitting Bureau Chief of the District that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the District during the 90 days following receipt by both the Principal and the District of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for \_\_\_\_\_\_ the Mitigation Bank (the total penal sum of this bond) into the standby trust fund as directed by the District.

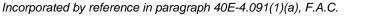
The Surety(ies) hereby waive(s) notification of amendments to the \_\_\_\_\_\_ Mitigation Bank plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum shown on the face of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and the District; provided, however that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the District, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the District.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond every two years so that it guarantees increased or decreased construction and implementation cost provided that no decrease in the penal sum takes place without the written permission of the District.





IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this Performance Bond is substantially similar to Form Number 1019, which form has been incorporated by reference in Section 4.4.4.7 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, incorporated by reference in paragraph 40E-4.091(1)(a), Florida Administrative Code.

PRINCIPAL	CORPORATE SURETY(IES) For each co-surety provide the following
Signature	Name and Address
Typed Name and Title	State of Incorporation
	Liability Limit \$
	Signature
	Type Name and Title
Corporate Seal	Corporate Seal

Incorporated by reference in paragraph 40E-4.091(1)(a), F.A.C.