

PERFORMANCE BOND

(For Mitigation, Monitoring and Other Corrective Actions)

STATE OF _____
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS THAT _____
_____ (Permittee), whose principal
business address is _____ (address of Permittee),
hereinafter referred to as "Principle," _____
(surety/bond Company), a corporation duly organized under the laws of the State of _____,
whose principal business address is _____
(address of surety/bond Company), and is duly licensed to do business in the State of Florida,
hereinafter referred to as "Surety," are held and firmly bound unto the Environmental Protection
Commission of Hillsborough County, hereinafter referred to as "Obligee," in the penal sum of
_____ (\$_____), for the payment of which sum the
Principal and Surety bind themselves, their respective heirs, administrators, executors, successors
and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied to the Obligee for an Director's Authorization to
Impact Wetlands; and

WHEREAS, the activities allowed in the Director's Authorization to Impact Wetlands
are conditioned upon the Principal performing certain mitigation, monitoring and other corrective
actions as set forth in the terms and conditions of said permit.

NOW, THEREFORE, THE CONDITON OF THIS OBLIGATION is such that, if
the Principal, his executors, administrators and personal representatives, shall in all things well
and truly perform and fulfill all terms and conditions relating to mitigation, monitoring and
corrective actions as set forth in that certain Director's Authorization to Impact Wetlands and
Mitigation Agreement No. _____, issued to the Principal by the Obligee on this
_____ day of _____, _____, then this obligation shall be void; otherwise to remain in full
force and virtue.

AND FURTHERMORE, this bond shall also be security for the performance by the Principal and Surety of the following additional obligation, which shall constitute a part of this Bond and obligation:

1. In each and every suit brought against the Principal and Surety upon this Bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as a part of the costs and expense of such suit.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate party being hereto affixed these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**Signed, Sealed and Delivered
in the Presence of:**

Witness No.1 to Principal

(Seal)

Witness No.2 to Principal

By:_____

Witness No. 1 to Surety

(Seal)

Witness No.2 to Surety

By:_____

Note: If Principal and Surety are Corporations, corporate seals should be affixed.

(July 1996)