

**PERFORMANCE BOND**

(For Mitigation, Monitoring and any 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," \_\_\_\_\_ (survey/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 authorization to impact wetlands; and

**WHEREAS**, the activities allowed in the 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 authorization.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal, his or her executors, administrators and personal representatives, shall in all things well and truly perform and fulfill all terms and conditions relating to mitigation, monitoring and any corrective actions as set forth in that certain approval to impact wetlands and Mitigation Agreement signed by the Executive Director on \_\_\_\_\_, then this obligation shall be void; otherwise to remain in full force and virtue.

**UPON** notification that the Principal has been found in violation of the terms and conditions relating to mitigation, monitoring, and corrective actions as set forth in that certain

Mitigation Agreement, the Surety(ies) shall either perform the mitigation, monitoring, and corrective actions or place the amount guaranteed to the Obligee, Environmental Protection Commission of Hillsborough County, into a standby trust fund as directed by the Obligee

**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-bounded 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.