

Bond No. _____

PERFORMANCE BOND
(For As-Built Certification Obligations)

STATE OF FLORIDA

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS THAT _____,
whose principal business address is _____,
hereinafter referred to as "Principal," and _____(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 Suwannee River Water Management District, 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, and personal representatives, jointly and severally, firmly by these
presents.

WHEREAS, the Principal is the permittee under Environmental Resource Permit No.
_____ hereinafter referred to as the "Permit", issued by the Obligee to authorize
construction of a _____;
and

WHEREAS, the activities required by the Permit include the Principal performing certain as-
built certification actions as set forth in the terms and conditions of the Permit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal, its respective heirs, administrators, executors, successors, assigns, and personal representatives, shall in all things well and truly perform and fulfill all terms and conditions relating to as-built certification obligations as set forth in that certain Permit, then this obligation shall be void. If the Principal, its respective heirs, administrators, executors, successors, assigns, and personal representatives, fail to fulfill any of the as-built certification terms or conditions of the Permit, this obligation will remain in full force and effect, and the Obligee shall be entitled hereunder to collect from Surety such portions of the above-noted penal sum as are reasonable and necessary to satisfy any unfulfilled as-built certification terms or conditions. The Surety shall make any payments required hereunder within thirty (30) days of written demand therefore being submitted 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:

In each and every suit brought against the Principal and Surety upon this Bond in which the Obligee or other Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable attorney's fees, not limited by the amount of the bond, which the Principal and Surety hereby expressly agree to pay as a part of the costs and expense of such suit.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and the Obligee, provided however that cancellation will not occur during the ninety (90) days beginning on the date of receipt of the notice of cancellation by both the Principal and the Obligee, as evidenced by the return receipts, and further provided that the Principal has provided

Obligee with an alternative financial responsibility mechanism that meets the requirements of Obligee's rules.

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

[Remainder of page intentionally left blank]

The persons whose signatures appear below certify that they are authorized to execute this surety bond on behalf of the Principal and Surety.

_____ (SEAL)
Date _____ Principal
Typed Name:
Title:

_____ (SEAL)
Date _____ Surety
Typed Name:
Title: