

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
ATTENTION: WETLAND MITIGATION PROGRAM
Bond Number: _____

BOND FOR POST- CONSTRUCTION
MONITORING AND MAINTENANCE FOR
A WETLAND MITIGATION BANK

KNOW ALL MEN BY THESE PRESENTS, That we, _____,

Name

Address

hereinafter referred to as the Principal, and _____, a corporation authorized to do business under the laws of the State of Wisconsin, as Surety, are held and firmly bound unto the State of Wisconsin, Department of Natural Resources, hereinafter referred to as Obligor, in the sum of _____ (\$ _____) Dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal received approval for a wetland mitigation bank, pursuant to NR 350, Wisconsin Admin. Code, to undertake the monitoring and maintenance of the mitigation bank site as described in the bank mitigation plan titled _____ and dated _____ (hereinafter referred to as the "Mitigation Plan"). The mitigation bank site is a _____ acre site more particularly described in Exhibit A.

NOW THEREFORE, the Principal shall faithfully comply with all requirements of the Obligor's approvals during the post-construction monitoring and maintenance of the mitigation site approved in the Mitigation Plan, and subject to the requirements of Section 281.36, Wisconsin Statutes, and Chapter NR 350, Wisconsin Administrative Code concerning this site.

PROVIDED FURTHER that if Principal fails to comply with all requirements of the Obligor's approvals, and conditions of approvals, in the Mitigation Plan, the Obligor may withdraw all or any part of the bond amount, upon written request of the Secretary of the Obligor, which are reasonable and necessary, as determined by the Obligor, to be used to perform the work to ensure that the approvals and the conditions of the approval are completed in accordance with the Mitigation Plan; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond; and

PROVIDED FURTHER that this bond cannot be cancelled or modified except after not less than ninety days notice in writing to the Obligor by certified mail. Not less than 30 days prior to the cancellation or modification of this bond, the Principal shall deliver to the Obligor a replacement for the bond that is acceptable to the Obligor. If the replacement financial obligation is not provided and accepted, this bond shall remain in effect; and

PROVIDED FURTHER, that this bond is effective on the _____ day of _____, 2_____, and shall continue in force until the Obligor provides written notice of release.

SIGNED, SEALED, AND DATED this _____ day of _____, 2_____.

Surety

Seal

Attest

By _____
Attorney-in-Fact

Principal

By _____

Signature of Principal

ACKNOWLEDGEMENT

STATE OF WISCONSIN) ss

COUNTY OF _____

Personally came before me this _____ day of _____, 2_____, the above named _____, as Principal, said party known to me to be identified above, who executed the foregoing Bond and Acknowledges that it was executed with authority to so act and for the purposes set forth in said bond.

Seal

Signature of Notary Public

My commission expires: _____

State of Wisconsin _____

Obligee

By _____

Signature of Obligee

ACKNOWLEDGEMENT

STATE OF WISCONSIN) ss

COUNTY OF _____

Personally came before me this _____ day of _____, 2_____, the above named _____, as Obligee, said party known to me to be identified above, who executed the foregoing Bond and Acknowledges that it was executed with authority to so act and for the purposes set forth in said bond.

Seal

Signature of Notary Public

My commission expires: _____