NINE MILE CREEK WATERSHED DISTRICT

PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS**, that permittee name whose address is permittee address as Principal, and insurance or surety company name ex. Hudson Insurance Group a corporation duly organized under the laws of the State of state where insurance or surety company is registered and authorized to transact business as a corporate surety in the State of Minnesota, as Surety, are jointly and severally held and firmly bound to the Nine Mile Creek Watershed District (NMCWD) in the sum of surety amount written in English words. It can be found on the conditional approval letter. Example: Ten thousand one-hundred dollars ($surety amount written in numbers. It can be found on the conditional approval letter. Example: 10,100 the payment of which, well and truly to be made, we hereby bind ourselves, and each of us, and our respective heirs, executors, administrators, successors and permitted assigns, firmly by these presents.

This Performance Bond is being issued and submitted to NMCWD by the Principal and the Surety pursuant to and in accordance with the provisions and the requirements of the Nine Mile Creek Watershed District rules in general, and specifically rules list rule numbers; if unsure, check with NMCWD for rule numbers triggered, 11 and, 12 thereof. The condition of the above obligation is that application has been made to NMCWD for permit no. YYYY-###; can be found on conditional approval letter to conduct activities regulated under the NMCWD rules cited above, and issuance of said permit is conditioned on provision of financial assurance of compliance with applicable statutes, rules, permit conditions, orders, agreements and stipulations of NMCWD. NMCWD has authority to require submission of this Performance Bond pursuant to Minnesota Statutes   
section 103D.345, subdivision 4.

**NOW THEREFORE,** if the permit is granted, and if the Principal and the permittee, if different, and any agent, employee or contractor of either, in all respects well and faithfully performs all of the activities and things undertaken and authorized in the permit in compliance with all applicable laws, including applicable statutes, rules, permit conditions, orders, agreements and stipulations of NMCWD and the payment, when due, of any fees or other charges required by law; and indemnifies and saves NMCWD harmless from any damage that may arise on account of any activity subject to the above-stated permit issued by NMCWD; and pays all costs to NMCWD of administering and enforcing the terms of the above-stated permit and this Performance Bond, including reasonable attorneys' fees; then on written notification to NMCWD of same and NMCWD’s written confirmation thereof, Surety may cancel this obligation.

**FAILING THE FULL AND COMPLETE SATISFACTION** of any of the foregoing, this obligation will remain in full force and effect, and NMCWD will be entitled to make demand against this Performance Bond and receive payment from the Surety for all costs incurred or to be incurred by NMCWD in bringing the permitted activity into compliance with the enumerated conditions, including but not limited to reasonable contractor, consultant and legal costs, in accordance herewith, by presentation of a demand for draft accompanied by an affidavit averring the failure of satisfaction and costs incurred or to be incurred by NMCWD as a consequence thereof. Time is of the essence in the provision of funds hereunder and the Surety will issue the requested draft within seven business days of demand. Any claim by the Surety of nonliability for the payment of all or any portion of a demand pursuant to this Performance Bond will be reserved and will not delay issuance of the draft.

**PROVIDED HOWEVER**, it is expressly understood and agreed that the liability of the Surety to any and all persons incurred during the lifetime of this Performance Bond may not exceed the face amount hereof, as set forth above.

**IT IS FURTHER PROVIDED**, that the Surety has the right to withdraw as surety from this bond and may do so only on giving at least thirty (30) days written notice to that effect to the Principal, at the address set forth above, to the Nine Mile Creek Watershed District, 12800 Gerard Dr., Eden Prairie, MN 55346, Attn: administrator, and to NMCWD in care of Smith Partners PLLP, 250 Marquette Avenue South, Suite 250, Minneapolis, MN 55401, such notice to be given by registered or certified mail, return receipt requested. At any time after notice and before the close of the 30-day notice period, NMCWD will be entitled to make demand against this Performance Bond and receive payment from the Surety in accordance herewith. Otherwise, the Surety’s obligation to NMCWD will be deemed to cease on the date stated in the Surety’s duly issued written notice. In either instance, the rights of the Principal and permittee under the above-stated permit will be deemed terminated.

The Surety consents to be bound by this obligation, notwithstanding any typographical error or non-material omission or deviation in the body hereof or any informality of Principal in the execution. No modification of the terms of the above-stated permit or of applicable laws, ordinances, rules or regulations, nor any forbearance on the part of NMCWD in any way releases the Principal or the Surety from liability. Notice to the Surety of any such modification or forbearance is waived.

# PRINCIPAL SURETY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Signature)

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (seal)

(printed name) (printed name)

Its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_\_*(number)* day of \_\_\_\_\_\_\_\_\_\_\_*(month)*, 20\_\_*(year)*, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of the Principal named in this performance bond above, and as his or her free act and deed, caused this performance bond to be executed as of this date.

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] *(notary signature block and stamp)*

On this \_\_\_\_*(number)* day of \_\_\_\_\_\_\_\_\_\_\_*(month)*, 20\_\_*(year)*, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of the Surety named in this performance bond above, and as his or her free act and deed, caused this performance bond to be executed as of this date.

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] *(notary signature block and stamp)*

## ATTACH POWER OF ATTORNEY FROM SURETY TO THIS BOND